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No. 22] NEW DELHI, MAY 24—MAY 30, 2015, SATURDAY/JYAISTHA 3—JYAISTHA 9, 1937

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

वित्त मंत्रालय

(व्यय विभाग)

नई दिल्ली, 21 मई, 2015

का.आ. 1072.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप-नियम (4) के अनुसरण में भारतीय लेखा परीक्षा और लेखा विभाग के निम्नलिखित कार्यालयों को, जिनके अस्सी प्रतिशत कर्मचारिवृन्द ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है:

1. प्रधान निदेशक लेखापरीक्षा (केन्द्रीय), लखनऊ।
2. महालेखाकार (आर्थिक एवं राजस्व क्षेत्र लेखापरीक्षा), केरल तिरुवनंतपुरम।
3. महानिदेशक लेखापरीक्षा, डाक व दूरसंचार, दिल्ली (शाखा कार्यालय कपूरथला)।

[सं० ए-12034/02/2014-ई० जी०]

ऐनी जॉर्ज मैथ्यू, संयुक्त सचिव

MINISTRY OF FINANCE

(Department of Expenditure)

New Delhi, the 21st May, 2015

S.O. 1072.—In pursuance of sub-rule (4) of rule 10 of the Official Languages (Use for Official Purposes of the Union) Rules, 1976, the Central Government hereby notifies the following offices of the Government of India in the Indian Audit and Accounts Department, in which eighty per cent of the staff have acquired the working knowledge of Hindi, namely:—

1. Principal Director of Audit (Central), Lucknow;
2. Accountant General, (Economic and Revenue Sector Audit), Kerala, Thiruvananthapuram;
3. Director General of Audit, Post & Telecommunications, Delhi (Branch office Kapurthala)

[No. A-12034/02/2014-EG]

ANNIE GEORGE MATHEW, Jt. Secy.

(हिन्दी अनुभाग-2)

नई दिल्ली, 20 मई, 2015

का.आ. 1073.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम 1976 के नियम, 10 के उप-नियम (4) के अनुसरण में राजस्व विभाग के अधीन आयुक्त कार्यालय, सीमा शुल्क (निवारक), नवीन सीमा शुल्क भवन, नई दिल्ली को जिनके 80 प्रतिशत से अधिक कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है।

[फा०सं०ई-11017/01/2015-ए०डी० (हिन्दी-2)]

चन्द्रभान नारनौली, निदेशक (राजभाषा)

(HINDI DIVISION-II)

New Delhi, the 20th May, 2015

S.O. 1073.—In pursuance of sub-rule (4) of rule 10 of the Official Languages (Use for Official Purpose of the Union) Rules, 1976, the Central Government hereby Notifies the Office of the Commissioner Customs (Preventive), New Customs Building, New Delhi under the department of Revenue, where more than 80% staff have acquired the working knowledge of Hindi.

[F.No. E-11017/01/2015-AD (Hindi-2)]

CHANDERBHAN NARNAULI, Director (OL)

रेल मंत्रालय

(रेलवे बोर्ड)

नई दिल्ली, 20 मई, 2015

का.आ. 1074.—रेल मंत्रालय (रेलवे बोर्ड), राजभाषा नियम 1976 (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम 10 के उप-नियम (2) और (4) के अनुसरण में दक्षिण पूर्व मध्य रेलवे, बिलासपुर के रायपुर मंडल तथा बिलासपुर मंडल के निम्नलिखित कार्यालयों तथा मुख्य कारखाना प्रबंधक, वैगन रिपेयर शॉप, रायपुर को जहां 80% से अधिक अधिकारियों/कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, एतद्वारा अधिसूचित करती है:—

क्रम सं०	कार्यालय का नाम
1.	डीजल लोको शेड, रायपुर
2.	विद्युत लोको शेड, भिलाई
3.	पी० पी० यार्ड, भिलाई
4.	सहायक मंडल विद्युत इंजीनियर (कर्षण) कार्यालय, पेंड्रा रोड
5.	सहायक मंडल सिगनल एवं दूरसंचार इंजीनियर कार्यालय, मनेन्द्रगढ़

क्रम सं० कार्यालय का नाम

6. मुख्य कारखाना प्रबंधक, वैगन रिपेयर शॉप, रायपुर

[सं० हिन्दी-2015/रा०भा०-1/12/2]

के० पी० सत्यानंदन, निदेशक, (राजभाषा)

MINISTRY OF RAILWAYS

(RAILWAY BOARD)

New Delhi, the 20th May, 2015

S.O. 1074.—Ministry of Railways (Railway Board), in pursuance of Sub-Rule (2) and (4) of Rule 10 of the Official Languages Rules, 1976 (use for official purposes of the Union) hereby, notify the following Offices of Raipur Division and Bilaspur Division and Chief Workshop Manager, Wagon Repair Shop, Raipur of South East Central Railway, where 80% or more Officers/Employees have acquired the working knowledge of Hindi:—

Sl. No.	Name of the Office
1.	Diesel Loco Shed, Raipur
2.	Electric Loco Shed, Bhilai
3.	P.P. Yard, Bhilai
4.	Office of the Assistant Divisional Electric Engineer (TRD), Pendra Road
5.	Office of the Assistant Divisional Signal & Telecom Engineer, Manendgarh.
6.	Office of the Chief workshop Manager, Wagon Repair Shop, Raipur

[No. Hindi-2015/O.L.1/12/2]

K. P. SATHYANANDAN, Director (O.L.)

वाणिज्य और उद्योग मंत्रालय

(वाणिज्य विभाग)

नई दिल्ली, 26 मई, 2015

का.आ. 1075.—केन्द्रीय सरकार, निर्यात (क्वालिटी नियंत्रण और निरीक्षण) नियम, 1964 के नियम 12 के उपनियम (2) के साथ पठित निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 7 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स क्वालिटी सर्विसिज एंड सोल्यूशन्स (गोआ), द्वितीय मंजिल, रूक्मणी टावर, तिलक मैदान के समीप, एफ० एल० गोम्स रोड,

वास्को डी गामा, गोआ-403802, को इस अधिसूचना, के राजपत्र में प्रकाशन की तारीख से तीन वर्ष की अवधि के लिए भारत सरकार के वाणिज्य मंत्रालय, की अधिसूचना सं० का०आ 3975 तारीख 20 दिसम्बर, 1965 की अधिसूचना में उपाबद्ध अनुसूचियों में विनिर्दिष्ट खनिज और अयस्क, समूह-1, अर्थात्, लौह अयस्क, बाक्साइट और मैंगनीज अयस्क को निर्यात से पूर्व निम्नलिखित शर्तों के अधीन गोआ, में उक्त खनिज और अयस्क के निरीक्षण करने के लिए एक अभिकरण के रूप में मान्यता देती है, अर्थात्:-

- (i) मैसर्स क्वालिटी सर्विसिज एंड सोल्यूशन्स (गोआ) खनिज और अयस्क समूह-1 का निर्यात (निरीक्षण) नियम, 1965 के नियम 4 के अधीन उनके द्वारा अपनाई गई निरीक्षण की पद्धति की जांच करने के लिए, इस निमित्त निर्यात निरीक्षण परिषद् द्वारा नामनिर्दिष्ट अधिकारियों को पर्याप्त सुविधाएं देगी; और
- (ii) मैसर्स क्वालिटी सर्विसिज एंड सोल्यूशन्स (गोआ), इस अधिसूचना के अधीन अपने कृत्यों के पालन में निदेशक (निरीक्षण और क्वालिटी नियंत्रण) निर्यात निरीक्षण परिषद् समय-समय पर लिखित में दिए गए ऐसे निर्देशों से आबद्ध होंगे।

[फा० सं०-4/9/2014-निर्यात निरीक्षण]

संतोष कुमार सारंगी, संयुक्त सचिव

MINISTRY OF COMMERCE AND INDUSTRY

(Department of Commerce)

New Delhi, the 26th May, 2015

S.O. 1075.—In exercise of the powers conferred by sub-section (1) of section (7) of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), read with sub-rules (2) and (3) of rule 12 of the Export (Quality Control and Inspection) Rules, 1964, the Central Government hereby recognises M/s. Quality Services & Solutions (Goa), 2nd Floor, Rukmini Tower, Near Tilak Maidan, F.L. Gomes road, Vasco Da Gama, Goa-403802 as an agency for a period of three years from the date of publication of this notification in the official gazette, for the inspection of minerals and ores Group-I, namely, Iron Ore, Bauxite and Manganese Ore specified in the Schedule annexed to the Ministry of Commerce notification number S.O. 3975, dated the 20th December 1965, prior to export of aforesaid minerals and ores at Goa, subject to the following conditions, namely:—

- (i) M/s. Quality Service & Solutions (Goa) shall give adequate facilities to the officers nominated by the Export Inspection Council in this behalf to examine the method of inspection followed by

them in carrying out the inspection under rule 4 of the Export of Minerals and Ores-Group I (Inspection) Rules, 1965;

- (ii) M/s. Quality Service & Solutions (Goa) in the performance of their functions under this notification shall be bound by such directions as the Director (Inspection and Quality Control), Export Inspection Council may give in writing from time to time.

[F. No. 4/9/2014-Export Inspection]

SANTOSH KUMAR SARANGI, Jt. Secy.

नई दिल्ली, 25 मई, 2015

का.आ. 1076.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम 1976 के नियम 10 के उप-नियम (4) के अनुसरण में वाणिज्य विभाग के अधीन निम्नलिखित कार्यालय को अधिसूचित करती है, जिसके 80 प्रतिशत से अधिक कर्मचारीवृंद ने हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया है:—

एमएमटीसी, 2 नगिनदास चेम्बर,
उसमापुर आश्रम रोड,
अहमदाबाद-380 061

[सं० ई०-11013/1/2014-हिंदी]

सुधांशु पाण्डेय, संयुक्त सचिव

New Delhi, the 25th May, 2015

S.O. 1076.—In pursuance of sub-rule (4) of rule 10 of the Official Language (Use for Official Purposes of the Union) Rules, 1976, the Central Govt. hereby notifies the following office under Department of Commerce, whereof more than 80% staff have acquired a working knowledge of Hindi:—

MMTC, 2 Nagindas Chamber
Usmapur, Ashram Road
Ahmedabad-380 061

[No. E-11013/1/2014-Hindi]

SUDHANSHU PANDEY, Jt. Secy.

उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय

(उपभोक्ता मामले विभाग)

(भारतीय मानक ब्यूरो)

नई दिल्ली, 20 मई, 2015

का.आ. 1077.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के विनियम 4 के उपविनियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं:—

अनुसूची

क्रम संख्या	लाइसेंस संख्या	स्वीकृति करने की तिथि वर्ष/माह	लाइसेंसधारी का नाम एवं पता	भारतीय मानक का शीर्षक	भामा सं/ भाग/खण्ड /वर्ष
1	2	3	4	5	6
1.	2910352	01/09/2014	स्वराज इण्डस्ट्रीयल एवं डोमेस्टिक अप्लाइएन्सेस प्रा लि, पर्ल ग्लास कंपाउण्ड आ बी पटेल रोड, गोरेगाँव पूर्व मुंबई 400 063	बिजली के घरेलू खाद्य मिक्सर (द्रवीपर और ग्राइडर)	भामा 4250 : 1980
2.	2910251	02/09/2014	एशियन आर्ट इण्डस्ट्रीज प्लॉट सं 30 एबी, सरकारी इण्ड, इस्टेट, एम जी रोड कांदिवली पश्चिम मुंबई 400 067	घरेलू और समान प्रयोजनों के लिए स्विच	भामा 3854: 1997
3.	2915968	09/09/2014	जीएम मोडयूलर प्रा लि गाला सं 8 से 15 तक, बोकाडिया इण्ड. इस्टेट सातीवली रोड, वालिव गाँव, वसई पूर्व, जिला ठाणे 401 208	इलेक्ट्रॉनिक टाइप पंखा रेगुलेटर	भामा 11037: 1984
4.	29138363	10/09/2014	सरस्वती वायर एण्ड केबल इण्डस्ट्रीज प्लॉट सं सी-1, एसएल सं 47/2 वेवूर गाँव, पोस्ट मनोर रोड पालधर, पूर्व, जिला: ठाणे-401 404	1100 वोल्ट तक कार्यकारी वोल्टता के लिए पीवीसी रोधित (भारी ड्युटी) विद्युत केबल	भामा 1554(भाग 1): 1988
5.	2914461	11/09/2014	सुधीर स्विचगेयर प्रा लि गेट सं 144, ए. ओम आकाश फाइबर से अगला साई कृपा धाबा के पीछे (टम्बी धाबा) घोनसाई गाँव (मेट), तालुका वाडा, ठाणे 421 312	एक्सप्लोसिव ऐटमॉस्फेयर-भाग-1 फलेमप्रूफ इनक्लोजर 'डी' द्वारा उपस्कर संरक्षा	भामा/आयईसी 60079: भाग-1: 2007
6.	2915463	12/09/2014	वीनस सेफटी एण्ड हेल्थ प्रा लि प्लॉट सं एल-75/76, एमआयडीसी तलोजा पनवेल, जिला रायगढ़-410 208	नेत्र संरक्षक	भामा 5983:1980
7.	2916768	17/09/2014	यूनीवर्सल केबल्स लि प्लॉट सं एल-58 से एल-60 तक वेरणा इण्ड, इस्टेट, वेरणा, सालसेट जिला: दक्षिण गोवा, गोवा-403 722	1100 वे तक एवं सहित कार्यकारी वोल्टता के लिए पीवीसी रोधित केबल	भामा 694: 1990
8.	2916869	17/09/2014	यश पाईप्स एण्ड फिटिंग्स वी-74, एमआईडीसी जलगाँव 425003 महाराष्ट्र	सिंचाई उपस्कर फुहारा पाईप विशिष्ट भाग 2 शीघ्र युग्मक पॉलीथिलीन पाइप	भामा 14151: भाग-2: 2008
9.	2918570	22/09/2014	कुक्केल डोमेस्टिक अप्लाइएन्सेस प्लॉट सं 213, शेलार कंपाउण्ड सुभाष नगर, विलेज रोड नाहुर पश्चिम भाण्डुप मुंबई 400 078	बिजली के घरेलू खाद्य मिक्सर (द्रवीपर और ग्राइडर)	भामा 4250:1980
10.	2918671	22/09/2014	सुपर टेप्स परमार टेक्नो सेंटर, फेस 1, गाला सं 3 एक्सप्रेस हाईव, पेल्लहार गाँव, वसई फाटा के नजदीक वसई पूर्व, जिला ठाणे 401208 महाराष्ट्र	विद्युत प्रयोजनों के लिए दाब सुग्राही आसंजनशील विद्युतरोधी टेप-भाग 3: अलग अलग सामग्रियों की अपेक्षाएँ खंड 1: अ तापमापी आसंजनशील वाले सुघट्यत पॉलीविनाइलक्लोराइड टेप	भामा 7809(भाग 3): खंड 1: 1986

1	2	3	4	5	6
11.	2920557	26/09/2014	क्रिश्ति अप्लायंसेस 30,32 जय इण्डो इस्टेट, सातीवली उद्योग नगर सातीवली रोड, वालिव गॉव, वसई पूर्व, जिला ठाणे-401208	बिजली के घरेलू खाद्य मिक्सर (द्रवीपर और ग्राइडर)	भा मा 4250: 1980
12.	2920658	26/09/2014	ग्रिप्पो सॉल्यूशन इंडिया प्रा० लि० गोदाम सं० 1,2 एवं 3, प्लॉट सं० 121 गुंदवली गॉव, भिवण्डी, जिला ठाणे-401208 महाराष्ट्र	विद्युत प्रयोजनों के लिए दाब सुग्राही आसंजनशील विद्युतरोधी टेप-भाग 3: अलग-अलग सामग्रियों की अपेक्षाएँ खंड 1: अ तापमापी आसंजनशील वाले सुघट्यत पॉलीविनाइलक्लोराइड टेप	भा मा 7809 (भाग 3): खंड 1: 1986
13.	2922460	29/09/2014	जोसेफ लेस्ली डायनामाइक्स मैन्यूफैक्चरिंग प्रा० लि० वोरा इण्डस्ट्रीयल कॉम्प्लेक्स, भोईडापाडा गोखिवरे, वसई पूर्व, जिला ठाणे-401208 महाराष्ट्र	श्वसन उपकरण भाग 3: शुद्ध वायु होज और संपीडित वायु अनुरूप श्वसन उपकरण	भा मा 10245: भाग 3: 1999
14.	2921458	30/09/2014	टेक्नो फलेक्स केबल्स प्लॉट सं० 18 बी एवं 24, दिवान उद्योग नगर सुंदरम स्कूल के पीछे, विलेज माहीम तालुका पालघर, ठाणे-401404 महाराष्ट्र	1100 वो तक एवं सहित कार्यकारी वोल्टता के लिए पी वी सी रोधित केबल	भा मा 694: 1990

[सं० केन्द्रीय प्रमाणन विभाग 13:11]

टी. कलैवाणन, प्रमुख (एमयूबीओ-ईईई)

MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION

(Department of Consumer Affairs)

(BUREAU OF INDIAN STANDARDS)

New Delhi, the 20th May, 2015

S.O. 1077.—In pursuance of sub-regulation (5) of regulation 4 of the Bureau of Indian Standards (Certification) Regulations, 1988, the Bureau of Indian Standards, hereby notifies the **grant of licences** particulars of which are given in the following schedule:

SCHEDULE

Sl. No.	Licence No.	Grant Date	Name and address (factory) of the party	Product	IS No./Part/Sec. Year
1	2	3	4	5	6
1.	2910352	01/09/2014	Swaraj Industrial & Domestic Appliances Pvt. Ltd. Pearl Glass Compound, I.B. Patel Road, Goregaon (E), Mumbai- 400063	Domestic Electric Food-Mixers (Liquidizes and Grinders)	IS 4250: 1980
2.	2910251	02/09/2014	Asian Art Industries Plot No. 30AB, Govt. Indl. Estate M.G. Road, Kandivali (W) Mumbai-400067	Switches for domestic and similar purposes	IS 3854: 1997

1	2	3	4	5	6
3.	2915968	09/09/2014	G.M. Modular Private Limited Gala No.8 to 15, Bokadia Industrial Estate, Sativali Road, Village Valiv Vasai (East)-401208, Dist Thane	Electronic Type Fan	IS 11037: 1984
4.	2913863	10/09/2014	FCG Power Craft Gala No. 5, Plot No. 5, SR No. 36523 Premier Indl. Estate, Kachigam Nani Daman, Daman & Diu-396210	PVC insulated (heavy duty) electric cables: Part 1 for working voltages upto and including 1 100 v	IS 1554: Part 1: 1988
5.	2914461	11/09/2014	Sudhir Switchgears Pvt. Ltd. Gut No. 144A, Next to Om Akash Fibres Behind Saikrippa Dhaba (Tambi Dhaba) Village: Ghonsai (Met) Tal: Wada, Thane-421312	Explosive atmos- pheres Part 1 equipment protection by flameproof enclosures "d"	IS/IEC 60079: Part 1: 2007
6.	2915463	12/09/2014	Venus Safety & Health Pvt. Ltd. Plot No. L-75/76, MIDC Taloja Panvel, Dist: Raigad-410208	Eye-protectors	IS 5983: 1980
7.	2916768	17/09/2014	Universal Cables Ltd. Plot No. L-58 to L-60, Verna Indl Estate Verna, Salcete South Goa Goa-403722	PVC Insulated Cables for working Voltages upto and including 1100 V IS 694: 1990	IS 694: 1990
8.	2916869	17/09/2014	Yash Pipes and Fittings V-74, MIDC Jalgaon-425003 Maharashtra	Irrigation equipment- sprinkler pipes- specification-Part 2: quick coupled polyethylene pipes	IS 14151: Part 2: 2008
9.	2918570	22/09/2014	Cookwell Domestic Appliances Plot No. 213, Shelar Compound Subhash Nagar, Village Road, Nahur (W) Bhandup, Mumbai-400078	Domestic Electric Food-Mixers (Liquidizes and Grinders)	IS 4250: 1980
10.	2918671	22/09/2014	Super Tapes Parmar Techno Center, Phase 1, Gala No. 3, Western Express Highway, Pelhar Village, Near Vasai Phata Vasai(E), Dist: Thane- 401208 Maharashtra	Pressure sensitive adhesive insulating tapes for electrical purposes-Part 3: requirements for individual materials- section 1: plasticised polyvinylchloride tapes with non- thermosetting adhesive	IS 7809: Part 3: Sec 1: 1986
11.	2920557	26/09/2014	Krishit Appliances 30, 32 Jay Indl. Estate, Sativali Udyog Nagar, Sativali Road, Village Waliv Vasai(E), Dist: Thane-401208	Domestic Electric Food-Mixers (Liquidizes and Grinders)	IS 4250:1980
12.	2920658	26/09/2014	Grippo Solutions (India) Pvt. Ltd. Godown No. 1, 2 & 3, Plot No. 121 Village Gundavli Bhiwandi, Distt. Thane-421321 Maharashtra	Pressure sensitive adhesive insulating tapes for electric purposes-Part 3: requirements for individual materials- section 1: plasticized polyvinylchloride tapes with non- thermosetting adhesive	IS 7809: Part 3: Sec 1: 1986

1	2	3	4	5	6
13.	2922460	29/09/2014	Joseph Leslie Dynamiks MFG Pvt Ltd. Vora Indl. Complex, Bhohidapada Gokhiware, Vasai(E) Thane-400028	Breathing apparatus- Part 3: fresh air hose and compressed air line breathing apparatus	IS 10245: Part 3: 1999
14.	2921458	30/09/2014	Techno Flex Cables Plot No. 18/B & 24, Diwan Udyog Nagar, Behind Sundaram School Village Mahim, Tal: Palghar Distt. Thane-401404 Maharashtra	PVC Insulated Cables for working Voltages upto and including 1100 V IS 694: 1990	IS 694: 1990

[No. CMD/13:11]
T. KALAIVANAN, Head (MUBO-EEE)

नई दिल्ली, 20 मई, 2015

का.आ. 1078.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम 1988 के विनियम 5 के उपविनियम (6) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे रद्द कर दिए गए हैं:-

अनुसूची

क्रम संख्या	लाइसेंस संख्या	लाइसेंसधारी का नाम एवं पता	लाइसेंस के अंतर्गत वस्तु/प्रक्रम सम्बद्ध भारतीय मानक का शीर्षक	रद्द करने की तिथि
			कुछ नहीं	

[सं० केंद्रीय प्रमाणन विभाग/13:13]
टी. कलैवानन, प्रमुख (एम यू बी ओ-ईईई)

New Delhi, the 20th May, 2015

S.O. 1078.—In pursuance of sub-regulation (6) of regulation 5 of the Bureau of Indian Standards (Certification) Regulations, 1988, the Bureau of Indian Standards, hereby notifies that the licences particulars of which are given in the following schedule have been cancelled with effect from the date indicated against each :

SCHEDULE

Sl. No.	Licence No.	Name and address of the licensee	Article/process with relevant Indian standard covered by the Licence	Date of cancellation
			Nil	

[No. CMD/13:13]
T. KALAIVANAN, Head (MUBO-EEE)

नई दिल्ली, 21 मई, 2015

का.आ. 1079.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम 1988 के विनियम 4 के उपविनियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं:-

अनुसूची

क्रम संख्या	लाइसेंस संख्या	स्वीकृति करने की तिथि वर्ष/माह	लाइसेंसधारी का नाम एवं पता	भारतीय मानक का शीर्षक	भामा सं./ भाग/खण्ड/ वर्ष
1	2	3	4	5	6
1	2931158	28/10/2014	अदवय ड्रिप ईरीगेशन एण्ड पीवीसी पाईप लिं प्लॉट सं ई 69, एमआयडीसी, अवधान धुले-424006	सिंचाई उपस्कर-उत्सर्जक	भा० मा 13487: 1992
2	2931259	28/10/2014	अदवय ड्रिप ईरीगेशन एण्ड पीवीसी पाईप लिं प्लॉट सं ई 69, एमआयडीसी, अवधान धुले-424006	सिंचाई उपस्कर-सिंचाई लैटरलों हेतु पॉलीथिलीन पाईप	भा० मा 12786: 1989
3	2931360	28/10/2014	अदवय ड्रिप ईरीगेशन एण्ड पीवीसी पाईप लिं प्लॉट सं ई 69, एमआयडीसी, अवधान धुले-424006	उत्सर्जन पाईप प्रणाली	भा० मा 13488: 2008

[सं० केंद्रीय प्रमाणन विभाग/13:11]

टी. कलैवाणन, प्रमुख (एमयूबीओ-ईईई)

New Delhi, the 21st May, 2015

S.O. 1079.—In pursuance of sub-regulation (5) of regulation 4 of the Bureau of Indian Standards (Certification) Regulations, 1988, the Bureau of Indian Standards, hereby notifies the grant of licences particulars of which are given in the following schedule :

SCHEDULE

Sl. No.	Licence No.	Grant Date	Name and address (factory) of the party	Product	IS No./Part/Sec./ Year
1	2	3	4	5	6
1	2931158	28/10/2014	Advay Drip Irrigation & PVC Pipe Plot No. E-69, MIDC, Awadhan Dhule-424006	Irrigation equipment- emitters-	IS 13487: 1992
2	2931259	28/10/2014	Advay Drip Irrigation & PVC Pipe Plot No. E-69, MIDC, Awadhan Dhule-424006	Irrigation equipment- polyethylene pipes for irrigation laterals-	IS 12786: 1989
3	2931360	28/10/2014	Advay Drip Irrigation & PVC Pipe Plot No. E-69, MIDC, Awadhan Dhule-424006	Emitting pipes system	IS 13488: 2008

[No. CMD/13:11]

T. KALAIVANAN, Head (MUBO-EEE)

नई दिल्ली, 21 मई, 2015

का.आ. 1080.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम 1988 के विनियम 5 के उपविनियम (6) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे रद्द कर दिए गए हैं:—

अनुसूची

क्रम संख्या	लाइसेंस संख्या	लाइसेंसधारी का नाम एवं पता	लाइसेंस के अंतर्गत वस्तु/प्रक्रम सम्बद्ध भारतीय मानक का शीर्षक	रद्द करने की तिथि
			कुछ नहीं	

[सं० केंद्रीय प्रमाणन विभाग/13:13]

टी. कलैवानन, प्रमुख (एम यू बी ओ-ईईई)

New Delhi, the 21st May, 2015

S.O. 1080.—In pursuance of sub-regulation (6) of regulation 5 of the Bureau of Indian Standards (Certification) Regulations, 1988, the Bureau of Indian Standards, hereby notifies that the licences particulars of which are given in the following schedule have been cancelled with effect from the date indicated against each:—

SCHEDULE

Sl. No.	Licence No.	Name and address of the licensee	Article/process with relevant Indian standard covered by the Licence	Date of cancellation
			Nil	

[No. CMD/13:13]

T. KALAIVANAN, Head (MUBO-EEE)

नई दिल्ली, 22 मई, 2015

का.आ. 1081.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम 1988 के विनियम 4 के उपविनियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं:

अनुसूची

क्रम संख्या	लाइसेंस संख्या	स्वीकृति करने की तिथि वर्ष/माह	लाइसेंसधारी का नाम एवं पता	भारतीय मानक का शीर्षक	भामा सं/ भाग/खण्ड/वर्ष
1	2	3	4	5	6
1.	2944571	27/11/2014	कोहीनूर केबल्स गाला सं० 5 एवं 6, उस्मान सेठ इस्टेट, सातीवली मंदिर के सामने, भारत वेलवेट के पीछे सफेद पूल, कुर्ला अंधेरी रोड, साकी नाका, अंधेरी पूर्व मुंबई 400072	1100 वोल्ट तक कार्यकारी वोल्टता के लिए पी वी सी रोधित (भारी ड्यूटी) विद्युत केबल	भामा० 1554 (भाग 1) : 1988
2.	2937978	14/11/2014	ट्रीन टेक्नोलॉजी गाला सं० 8,9 एवं 10 लुथारिया हाउस, सातीवली मेन रोड, सातीवली वसई पूर्व, जिला थाणे 401208	घरेलू और समान प्रयोजनों के लिए स्विचे	भामा० 3854 :1997
3.	2944470	28/11/2014	सेलवन इण्डस्ट्रिज गाला सं० 202ए दूसरा माला, आशिर्वाद इण्ड. इस्टेट नं० 3, राम मंदिर रोड, गोरेगांव (प), मुंबई 400104	घरेलू और समान प्रयोजनों के लिए स्विचे	भामा० 3854 : 1997
4.	2943569	24/11/2014	रियायंस प्रिजिसन सिस्टम सी 48ए इलेक्ट्रॉनिक सदन 1, तीसरा माला टीटीसी एण्ड एरिया, महापे तालुका एवं जिला थाणे 400710	इलेक्ट्रॉनिक वनज प्रणाली	भामा० 9281 (भाग 3): 1981

1	2	3	4	5	6
5.	2942769	11/11/2014	स्वागतम प्लास्टिक प्लॉट सं० 257/10ए गोवा आयडीसी, फायर स्टेशन के नजदीक, रिंगनवाडा नानी दमन, दमन-396210	विद्युत संस्थापनों के लिए नलिकाएं भाग 3 विद्युतरोधी सामग्री के दृढ़ सादे इस्पात नलिकाएं	भा०मा० 9537 (भाग 3) :1983
6.	2933162	03/11/2014	प्रतिभा पैकेजिंग पॉलीमर प्रा०लि० सुमंगल हाउस, प्लॉट सं० 19, मघ सेक्टर, वाटर प्यूरीफिकेशन के सामने सुन्दरबन कॉलनी, नासिक-422009	वस्त्रादी कनल अस्तर के लिए लेमिनित उच्च घनत्व वाले पॉलीइथाईलीन (एचडीपीई) वस्त्र	भा०मा० 15351:2003
7.	2933061	03/11/2014	आदिनाथ पॉलीफैब प्रा०लि० प्लॉट सं० एच 25, अति एमआईडीसी कुंदवली विलेज, मुरबाड थाणे-421401	एग्रो वस्त्रादी वर्मिकलचर के लिए उच्च घनत्व पॉलीथिलीन (एचडीपीई) ओवन बेडस	भा०मा० 15907 : 2010

[सं० केंद्रीय प्रमाणन विभाग/13:11]
टी. कलैवाणन, प्रमुख (एमयूबीओ-ईईई)

New Delhi, the 22nd May, 2015

S.O. 1081.—In pursuance of sub-regulation (5) of regulation 4 of the Bureau of Indian Standards (Certification) Regulations, 1988, the Bureau of Indian Standards, hereby notifies the grant of licences particulars of which are given in the following schedule:—

SCHEDULE

Sl. No.	Licence No.	Grant Date	Name and address (factory) of the party	Product	IS No./Part/Sec Year
1	2	3	4	5	6
1	2944571	27/11/2014	Kohinoor Cables Gala No. 5 & 6, Usman Seth Estate, Opp: Sativali Temple, Behind Bharat Velvet, Safed Pool, Kulra-Andheri Road, Saki Naka, Andheri (E) Mumbai-400072	PVC insulated (heavy duty) electric cables: part 1 for working voltages upto and including 1 100 v	IS 1554 : Part 1 : 1988
2.	2937978	14/11/2014	Treen Technologies Gala No. 8,9,10 First Floor, Lutharia House, Sativali Main Road, Sativali Vasai (E) Dist: Thane-401208	Switches for domestic and similar purposes	IS 3854 : 1997
3.	2944470	28/11/2014	Celvon Industries Gala No. 202, 2nd Floor, Ashirvad Indl. Estate No. 3, Ram Mandir Road, Goregaon (W) Mumbai-400104	Switches for domestic and similar purposes	IS 3854 : 1997
4.	2943569	24/11/2014	Reliance Precision Systems C-48, Electronic Sadan-1, third floor, TTC Indl. Area, Mahape Tal. & Distt: Thane-400701	Electronic weighing system-part 3 requirements	IS 9281 : Part 3 : 1981
5.	2942769	11/11/2014	Swagattam Plastics Plot No. 257/10, GOA.I.D.C. Near Fire Station, Ringanwada Nani Daman, Daman-396210	Conduits for electrical installations: part 3 rigid plain conduits of insulating materials (superseding is: 2509	IS 9537 : Part 3 : 1983

1	2	3	4	5	6
6.	2933162	03/11/2014	Pratibha Packaging & Polymers Pvt. Ltd. Sumangal House, Plot No. 19, Megh Sector, Opp Water Purification Plant Sundarban Colony, Nasik-422 009	Textiles-laminated high density polyethylene (hdpe) fabric for canal lining.	IS 15351 : 2008
7.	2933061	03/11/2014	Addinath Polyfab Pvt. Ltd. Plot No. H-25, Addl. MIDC, Village Kudavali Murbad Thane-421401	Agro-textiles-high density polyethylene (hdpe) woven beds for vermiculture	IS 15907 : 2010

[No. CMD/13:11]

T. KALAIVANAN, Head (MUBO-EEE)

नई दिल्ली 22 मई, 2015

का.आ. 1082.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम 1988 के विनियम 5 के उपविनियम (6) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे रद्द कर दिए गए हैं:—

अनुसूची

क्रम संख्या	लाइसेंस संख्या	लाइसेंसधारी का नाम एवं पता	लाइसेंस के अंतर्गत वस्तु/प्रक्रम सम्बद्ध भारतीय मानक का शीर्षक	रद्द करने की तिथि
1	2	3	4	5
1.	2317847	ड्रिप इंडिया गट सं० 285, टकली शिवार लासलगांव, निफाड, जिला नासिक-422306 महाराष्ट्र	भा० मा० 12786 : 1989 सिंचाई उपस्कर-सिंचाई लैटरलों हेतु पॉलीथिलीन पाईप	03/11/2014
2.	2903658	मीराकॉल केबल्स इंडिया प्रा० लि० के 29/2, एडिशन अम्बरनाथ आनंद नगर, एमआयडीसी, अम्बरनाथ पूर्व, थाने-421501 महाराष्ट्र	भा० मा० 7098 : भाग 1 : 1988 क्रासलिनिकड पॉलीथिलीन विद्युतरोधी पीवीसी आवरित केबल भाग 1, 1100 वो० तक एवं सहित कार्यकारी वोल्टता हेतु	07/11/2014
3.	7157573	ड्रिप इंडिया गट सं० 285, टकली शिवार लासलगांव, निफाड जिला नासिक-422306 महाराष्ट्र	भा० मा० 13487 : 1992 सिंचाई उपस्कर-उत्सर्जक	03/11/2014
4.	7597807	ड्रिप इंडिया गट सं० 285, टकली शिवार लासलगांव, निफाड, जिला नासिक-422306 महाराष्ट्र	भा० मा० 14151 : भाग 2 : 2008 सिंचाई उपस्कर-फुहारा पाईप विशिष्ट भाग 2 शीघ्र युग्मक पॉलीथिलीन पाइप	03/11/2014
5.	7605574	ड्रिप इंडिया गट सं० 285, टकली शिवार लासलगांव, निफाड, जिला नासिक-422306 महाराष्ट्र	भा० मा० 13488 : 2008 उत्सर्जन पाईप प्रणाली	03/11/2014

[सं केन्द्रीय प्रमाणन विभाग/13:13]

टी. कलैवाणन, प्रमुख (एमयूबीओ-ईईई)

New Delhi, the 22nd May, 2015

S.O. 1082.—In pursuance of sub-regulation (6) of regulation 5 of the Bureau of Indian Standards (Certification) Regulations, 1988, the Bureau of Indian Standards, hereby notifies that the licences particulars of which are given in the following schedule have been cancelled with effect from the date indicated against each:

SCHEDULE

Sl. No.	Licence No.	Name and address of the Licence	Article/process with relevant Indian Standard covered by the Licence	Date of cancellation
1	2	3	4	5
1.	2317847	Drip India Gat No. 285, Takli Shiwar, Lasalgaon, Niphad Distt: Nashik-422306 Maharashtra	IS 12786 : 1989 irrigation equipment-polyethylene pipes for irrigation laterals	03/11/2014
2.	2903658	Miracle Cables (India) Pvt. Ltd. K-29/2, Additional Ambernath, Anand Nagar, MIDC, Ambernath East Distt : Thane-421501 Maharashtra	IS 7098 Part 1 : 1988 crosslinked polyethylene insulated pvc sheathed cables: part 1 for working voltage upto and including 1100 v	07/11/2014
3.	7157573	Drip India Gat No. 285, Takli Shiwar, lasalgaon, Niphad Distt: Nashik-422306 Maharashtra	IS 13487 : 1992 irrigation equipment-emitters	03/11/2014
4.	7597807	Drip India Gat No. 285, Takli Shiwar, lasalgaon, Niphad Distt: Nashik-422306 Maharashtra	IS 14151 : Part 2 : 2008 irrigation equipment-sprinkler pipes-part 2 : quick coupled polyethylene pipes	03/11/2014
5.	7605574	Drip India Gat No. 285, Takli Shiwar, Lasalgaon, Niphad Distt: Nashik-422306 Maharashtra	IS 13488 : 2008 emitting pipes system	03/11/2014

[No. CMD/13:13]

T. KALAIVANAN, Head (MUBO-EEE)

नई दिल्ली, 22 मई, 2015

का.आ. 1083.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम 1988 के विनियम 4 के उपविनियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं:—

अनुसूची

क्रम संख्या	लाइसेंस संख्या	स्वीकृत करने की तिथि वर्ष/माह	लाइसेंसधारी का नाम एवं पता	भारतीय मानक का शीर्षक	भा.मां सं./ भाग/खण्ड/ वर्ष
1	2	3	4	5	6
1	7100000063	10/12/2014	हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लि. माझगाँव हेबंदर कॉम्प्लेक्स, ल्यूब प्लान्ट, हेबंदर रोड, मुंबई 400033	नया विद्युत्प्ररोधी तेल	भा.मां 335:1993

1	2	3	4	5	6
2.	7800000007	16/12/2014	हिन्दुस्तान इंसेक्टिसाइड लि० भारत सरकार का उपक्रम, रसायनी पनवेल जिला रायगढ़-410207	एसफेट एसपी	भामा 12916:1990
3.	7100000164	26/12/2014	पॉलीकॉब वायर प्रा० लि० 74/8-11ए दमन इण्ड, इस्टेट, कदैया विलेज, दमन जिला दमन एवं दीव-396210	110 वोल्ट तक कार्यकारी वोल्टता के लिए पी वी सी रोधित (भारी ड्युटी) विद्युत केबल	भा मा 1554 (भाग 1) : 1988
4.	7800000108	26/12/2014	स्कोडा केबल्स गाला सं० 9 और 19, न्यू मुकाद कंपाउण्ड पिम्पलकर कंपाउण्ड फिल्म सिटी रोड, गोकुलधाम मालाड पूर्व मुंबई-400087	1100 वोल्ट तक एवं सहित कार्यकारी वोल्टता के लिए पी वी सी विद्युत रोधित केबल	भा मा 694: 2010

[सं० केन्द्रीय प्रमाणन विभाग/13:11]

टी० कलैवाणन, प्रमुख (एमयूबीओ-ईईई)

New Delhi, the 22nd May, 2015

S.O. 1083.—In pursuance of sub-regulation (5) of regulation 4 of the Bureau of Indian Standards (Certification) Regulations, 1988, the Bureau of Indian Standards, hereby notifies the grant of licences particulars of which are given in the following schedule:—

SCHEDULE

Sl. No.	Licence No.	Grant Date	Name and address (factory) of the party	Product	IS No/Part/Sec Year
1	2	3	4	5	6
1.	7100000063	10/12/2014	Hindustan Petroluem Corporation Ltd. Mazgaon Hay Bunder Complex, Lube Plant, Hay Bunder Road, Mumbai-400033	New insulating oils	IS 335: 1993
2.	7800000007	16/12/2014	Hindustan Insecticides Ltd. (Govt. of India Enterprises) Rasayani Panvel Dist: Raigad-410207	Acephate sp-	IS 12916:1990
3.	7100000164	26/12/2014	Polycab Wires Pvt. Ltd. 74/8-11. Daman Industrial Estate, Kadaiya Village Daman Dist Daman & Diu-396210	Pvc insulated (heavy duty) electric cables: part 1 for working voltages upto and including 1100 v	IS 1554: Part 1: 1988
4.	7800000108	26/12/2014	Skoda Cables Gala No. 9 & 19, New Mukadam Compound, (Pimpalkar Compound), Filmcity Road, Gokuldham, Malad (E), Mumbai- 400097	Pvc insulated cables for working voltages upto and including 1100v	IS 694:2010

[No. CMD/13:11]

T. KALAIVANAN, Head (MUBO-EEE)

नई दिल्ली, 22 मई, 2015

का.आ. 1084.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम 1988 के विनियम 5 के उपविनियम (6) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे रद्द कर दिए गए हैं:—

अनुसूची

क्रम संख्या	लाइसेंस संख्या	लाइसेंसधारी का नाम एवं पता	लाइसेंस के अंतर्गत वस्तु/प्रक्रम सम्बद्ध भारतीय मानक का शीर्षक	रद्द करने की तिथि
			कुछ नहीं	

[सं केन्द्रीय प्रमाणन विभाग/13 : 13]

टी० कलैवाणन, प्रमुख (एमयूबीओ-ईईई)

New Delhi, the 22nd May, 2015

S.O. 1084.—In pursuance of sub-regulation (6) of regulation 5 of the Bureau of Indian Standards (Certification) Regulations, 1988, the Bureau of Indian Standards, hereby notifies that the licences particulars of which are given in the following schedule have been cancelled with effect from the date indicated against each:

SCHEDULE

Sl. No.	Licence No.	Name and address of the licensee	Article/process with relevant Indian standard covered by the Licence	Date of cancellation
			Nil	

[No. CMD/13:13]

T. KALAIVANAN, Head (MUBO-EEE)

श्रम एवं रोजगार मंत्रालय

नई दिल्ली, 20 मई, 2015

का.आ. 1085.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार गवर्नमेंट ओपियम एंड अल्कलॉइड फैक्ट्री, नीमच के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या सीजीआईटी/एलसी/आर/137/03) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20/05/2015 को प्राप्त हुआ था।

[सं एल-42012/276/99-आईआर (डीयू)]

पी० के० वेणुगोपाल, डेस्क अधिकारी

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 20th May, 2015

S.O. 1085.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (I.D. Case No. CGIT/LC/R/137/03) of the Central Government Industrial Tribunal-Cum-Labour Court, Jabalpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the Govt. Opium and Alkaloid Factory, Neemuch and their workman, which was received by the Central Government on 20/05/2015.

[No. L-42012/276/99-IR (DU)]

P. K. VENUGOPAL, Desk Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT, JABALPUR****No. CGIT/LC/R/137/03**

Shri Veeramchandra
S/o Shri Pyareji,
Village Jaisinghpura,
Neemuch (MP)

....Workman

Versus

General Manager,
Govt. Opium & Alkaloid Factory,
Neemuch (MP)

.....Management

AWARD

Passed on this 5th day of May, 2015

1. As per letter dated 6-8-03 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section-10 of I.D. Act, 1947 as per Notification No.L-42012/276/99/IR(DU). The dispute under reference relates to:

"Whether the action of the management of General Manager, Govt. Opium and Alkaloid works in terminating the services of Shri Veeramchandra S/o Shri Pyareji *w.e.f.* 30-6-91 is legal and justified? If not, to what relief the workman is entitled?"

2. After receiving reference, notices were issued to the parties. Ist Party workman submitted statement of claim at Page 2/2 to 2/6. The case of Ist Party is that he was employed as casual worker in establishment of IInd Party in 1983. His services were terminated without order in writing on 30-6-91. Workman was shown as casual worker. He was provided work regularly except articial breaks for 1 or 2 days. he was continuously working more than 240 days during each of the calendar years. There were permanent posts, semi permanent posts available on establishment of IInd Party. His other colleagues were classified. With oblique motive, workman was not classified on permanent, semi-permanent post. His request to the management and his cause supported by the Union was not considered. The employees junior to him were made temporary and skilled in Pay Scale Rs. 196,232. the names of such juniors are shown in order dated 15-2-84 issued by Shri P.D. Dhule, then Manager(P) Administration. IInd Party terminated his services from 30-6-91 without giving opportunity of hearing. Workman and 29 others were retrenched without complying provisions of section 25-F of ID Act. Workman was not paid retrenchment compensation. He was not issued notice of termination. The establishment of IInd Party is covered by Chapter V-B of I. D. Act. IInd Party did not obtain permission of government for terminating his services thereby voilating provisions of Section 25-N of ID Act. IInd Party is covered as an Industry under ID Act. After terminating services of workman, IInd Party employed Shri Gulam Hussain, Habij, Ghansham. Workman was not offered employment after termination of his service. The action of IInd Party is unfair labour practice. Workman is victimized . On such ground, workman prays for his reinstatement with full back wages.

3. IInd Party filed Written Statement at Page 6/1 to 6/2 opposing claim of workman. IInd Party submits that it is involved in production of Opium. Management is required to engage services of casual labour for short and specific period. That casual labours are never engaged for indefinite period. Their services are engaged as per availability of work. Services of workman were availd by IInd party. The period is not mentioned. Workman himself did not report for work. Workman being casual labour there was no question of terminating his service holding Department Enquiry. Workman did not complete 240 days continuous service during any of the year. That the services of casual labour commence in morning of the day and come to end at end of the day. Workman was not issued appointment letter. His services were purely casual. Appointment of Class-IV employees are to be done in accordance with statutory recruitment rules. Workman was taken on mate basis. Recruitment rules were not followed. On such grounds, IInd party submits that claim of workman is not justified.

4. Considering pleadings on record, the points which arise for my consideration and determination are as under. My findings are recorded against each of them for the reasons as below:—

- | | |
|---|---------------------|
| (i) Whether the action of the management of General Manager, Govt. Opium and Alkaloid works in terminating the services of Shri Veeramchandra S/o Shri Pyareji w.e.f. 30.6.91 is legal and justified? | In Negative |
| (ii) If not, what relief the workman is entitled to ?" | As per final order. |

REASONS

5. Workman is challenging termination of his service for violation of Section 25-F,N of ID Act. Workman has pleaded that he completed 240 days continuous service since his initial appointment in 1983 till his termination in 1991.

6. Workman filed affidavit of his evidence supporting his contentions in statement of claim. That since 24-5-83, he was working as casual labour. He completed 240 days continuous service every year till termination of his service on 30-6-91. His services were terminated without notice. He was not paid retrenchment compensation. He further states that appointment letter was issued to him on 17-4-85. The casual labours junior to him were appointed as temporary employees. Workman was denied said benefit. Seniority list of casual labours were not prepared. From his evidence, documents Exhibit W-1 to W-9 are proved. The management remained absent. Workman was not cross-examined by management's counsel. His evidence remained unchallenged. It is unfortunate to observe that in several cases such as R/302/97 & R/303/97, management of 2nd party did not properly participate and counsel engaged by management remained absent, did not cross-examine witnesses, no arguments were advanced. Happening of such things cannot be appreciated. Management may take note for taking suitable steps in the matter prosecuted against it.

7. Management did not adduce any evidence. Documentary evidence produced by workman Exhibit W-1 is certificate of his working from 24-5-83 to 30-6-83 issued by Administrative Officer. Exhibit W-2 is appointment order dated 17-4-85 for period of 40 days. Exhibit W-3 shows 21 working days of Ist party workman from 9-1-84 to 8-2-84 at payment of wages Rs. 121/- per day. 33 working days in August 1984, 110 days during 28-8-85 to 15-12-85, 143 days working in 2-2-86 to 30-6-86, 70 working days during 15-3-85 to 14-8-88, 67 working days from 1-8-89 to 27-10-89, 95 working days during 15-4-90 to 29-6-90, 60 deays working during period 15-10-90 to 14-12-90, 64 working days during

28-4-91 to 30-6-91. Those documents do not show continuous working of workman 240 days during any of the year. Exhibit W-4 shows categories of employees permanent, temporary, casual. Exhibit W-6 shows that 21 employees were allowed to join duty as unskilled workman, the order was issued on 15-2-84, name of workman is not included in said order. Exhibit W-7 is proforma of application to be submitted. Exhibit W-8 is interview call issued to one Rajendra Pahalwan. Exhibit W-9 is list of candidates appointed as unskilled labour. The terms of reference is restricted to legality of termination of services of workman. The claim for regularisation is not included. The pleadings and evidence of workman *w.r.t.* regularization of his service is beyond the terms of reference.

8. Management filed affidavit of evidence of Shri Jagat Narayan Shukla. Witness remained absent for cross-examination. The evidence of workman remained unchallenged that he completed 240 days continuous service. Workman submitted application for production of documents related to Attendance Register, Pay Slips and other record pertaining to payment of wages by IInd party. The documents are not produced. The workman has produced same documents discussed above. I find no reason to disbelieve unchallenged evidence of workman that he completed 240 days continuous service. The service of workman are terminated without notice, he was not paid retrenchment compensation therefore termination of services of workman is in violation of Section 25-F of ID Act. For above reasons, I record my findings in Point No. 1 in Negative.

9. Point No. 2- In view of my finding in Point No.1, termination of service of workman is illegal for violation of section 25-F, N of ID Act, question arises whether workman is entitled for reinstatement with backwages. The documents Exhibit W-2, 3 shows engagement of workman as casual worker for specific period. There is no evidence that workman was appointed following recruitment process therefore it would be appropriate to grant reinstatement with back wages. Considering the period of engagement 1983 to 1991, compensation Rs. One Lakh would be appropriate. Accordingly I record my finding in Point No.2.

10. In the result, award is passed as under:—

- (1) The action of the management of General Manager, Govt. Opium and Alkaloid works in terminating the services of Shri Veeramchandra S/o Shri Pyareji *w.e.f.* 30-6-91 is not proper and legal.
- (2) IInd party is directed to pay compensation Rs. One Lakh to the workman within 30 days from the date of publication of award.

In case of default, amount shall carry 9% interest per annum from the date of award till its realization.

R. B. PATLE, Presiding Officer

नई दिल्ली, 20 मई, 2015

का.आ. 1086.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार इंदिरा गांधी राष्ट्रीय मानव संग्रहालय, भोपाल के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या सीजीआईटी/एलसी/आर/180/98) को प्रकाशित करती है जो केन्द्रीय सरकार को 20/05/2015 को प्राप्त हुआ था।

[सं एल-42012/14/98-आईआर (डीयू)]

पी० के० वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 20th May, 2015

S.O. 1086.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (I.D. Case No. CGIT/LC/R/180/98) of the Central Government Industrial Tribunal-Cum-Labour Court, Jabalpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the Indira Gandhi Rashtriya Manav Sangrahalaya, Bhopal and their workman, which was received by the Central Government on 20/05/2015.

[No. L-42012/14/98-IR(DU)]

P. K. VENUGOPAL, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR NO. CGIT/LC/R/180/98

Smt. Sunita Sisodia, Workman
H.No. 369, Naya Basera,
Kotra Sultanabad,
Bhopal

Versus

Director, Management
Indira Gandhi Rashtriya
Manav Sangrahalaya Shamla Hills,
Bhopal

AWARD

Passed on this 30th day of April, 2015

1. As per letter dated 11-8-98 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section-10 of I.D. Act, 1947 as per notification No. L-42012/14/98/IR(DU). The dispute under reference relates to:

"Whether the action of the management of Director, Indira Gandhi Rashtriya Manav Sangrahalaya, Bhopal in terminating the services of Smt. Sunita Sisodia is legal and justified? If not, to what relief the workman is entitled?"

2. After receiving reference, notices were issued to the parties workman submitted statement of claim at page/1 to 6/4. Case of Ist party workman is that she was appointed in clear vacancy on post of Sangralaya Pracharak *w.e.f.* 18-1-92. Her service record was satisfactory. Her services were terminated from 27.3.94. Ist party workman submits that she was continuously working more than 240 days in preceding calendar year. She is an employee under Section 25 B of ID Act. Her services were terminated without paying retrenchment compensation is illegal. IInd party has violated Section 25-H of ID Act while terminating her services. On such ground, he prays for reinstatement with consequential benefits.

3. IInd party submitted Written Statement at page 7/1 to 7/4 opposing claim of workman. IInd party submits that it is registered under Societies Registration Act. It is run from aid received from Government of India, any productive activity is not carried out. It is not covered as industry under Section 2(j) of ID Act. Workman was engaged on contractual basis under daily rate system. Her engagement was on contract as per need. Her contractual engagement was not extended. There was no work for her. The contractual engagement of daily wages doesnot confer any right of employment. There was no termination or retrenchment of workman. By amendment, IInd party has pleaded that Dy. Labour Commissioner, Bhopal referred industrial dispute to Presiding Officer, Labour Court No.1 Bhopal *vide* letter dated 13.1.03. Said letter was registered bearing No. 146/03. It is further contented that after reference made by State Government relating to Shri Nanka S/o Surtan for the alleged dispersion of service. As per decision taken by MP State Government, the establishment of IInd party is an industry and appropriate Government under Section 2 A is State of MP and not Central Government.

4. Without prejudice to above contentions, IInd party reiterates that the workman was engaged on daily wages from 19.1.93 on contractual basis as and when work was available. She was not appointed on the post of Sangrahalay Parichalak from 18.1.92. Workman had not completed 240 days continuous service. She is not covered as employee under Section 25-B of ID Act. In April 94, there was no need of applicant. She was not provided work. Violation of Section 25-F,G of ID Act is denied. It is further contented that establishment of IInd party is not an industrial establishment. There was no question of obtaining permission from Appropriate Government.

5. Ist party submitted rejoinder at Page 8 reiterating its contentions in statement of claim.

6. IInd party submitted additional Written Statement at page 9/1 to 9/2 contending that workman was not regular employee. Normally unskilled labours work at their choice and discontinued from the work at any time.

7. Considering pleadings on record, the points which arise for my consideration and determination are as under. My findings are recorded against each of them for the reasons as below:—

- | | |
|---|---------------------|
| (i) Whether the action of the management of Director, Indira Gandhi Rashtriya Manav Sangrahalaya, Bhopal in terminating the services of Smt. Sunita Sisodia is legal and justified? | In Negative |
| (ii) If not, what relief the workman is entitled to?" | As per final order. |

REASONS

8. Workman is challenging termination of her services for violation of Section 25-F of ID Act. Workman has stated that she was appointed on post of Museum Pracharak on 18.1.92. She was continuously working till 27.3.94. She completed 240 days continuous service. She was not paid retrenchment compensation. In her cross-examination, workman says she had not received appointment letter. She was paid twice in a month. The wages were not paid daily. She has not produced documents about the working days. She has not submitted any documents with IInd party. Order of termination was not issued to her. She was paid wages only for her working days. 25 daily wagers were working with her. She denied suggestion that she had not completed 240 days continuous service.

9. IInd party did not examine any witness to substantiate its contentions. IInd party has admitted engagement of Ist party workman. The defence of IInd party was that workman was engaged on daily wages, contractual basis. IInd party did not adduce any evidence to prove that workman was engaged on contractual basis. Any record about her working days is not produced by IInd party. Learned counsel for IInd party Shri R.R. Shrivastava at the time of argument emphasized that the daily wager has no right for regularization.

10. In support of his argument, reliance is placed on ratio held in:

"Case of Sr. Suptd. Telegraph Bhopal *versus* Santosh Kumar Seal and others reported in 2010(2) SCC(L&S) 309. Their Lordship dealing with retrenchment of daily wagers in violation of Section 25-F of ID Act held if by way of reinstatement with back wages not automatic, termination of employees is found to be illegal or in contravention of the prescribed procedure and monetary compensation in cases of such nature."

11. IInd party has failed to adduce any evidence, I find no reason to disbelieve the evidence of workman whether her engagement is admitted though documents about her working days are produced by IInd party, any contract is not produced. The evidence of workman that her services were terminated without paying retrenchment compensation is not settled. The termination of services of workman is illegal for violation of Section 25-F of ID Act. For above reasons, I record my finding in Point No.1 in Negative.

12. Point No.2- the evidence in cross-examination of workman shows appointment letter was not given to her. Order of termination was not issued to her. She was paid wages twice in a month. Considering the working period of workman from 18.1.92 to 27.3.94 about 2 year 2 months, compensation Rs. 30,000/- would be appropriate. Accordingly I record my finding in Point No.2.

13. In the result, award is passed as under:—

- (1) The action of the management of Director, Indira Gandhi Rashtriya Manav Sangrahalaya, Bhopal in terminating the services of Smt. Sunita Sisodia is not proper.
- (2) IInd party is directed to pay compensation Rs. 30,000/- to the workman within 30 days from the date of publication of award.

In case of default, amount shall carry 9% interest per annum from the date of award till its realization.

R. B. PATLE, Presiding Officer

नई दिल्ली, 20 मई, 2015

का.आ. 1087.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धरा 17 के अनुसरण में केन्द्रीय सरकार केन्द्रीय भण्डारण निगम श्रमिक कल्याण संघ लखनऊ रीजनल ऑफिस के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, लखनऊ के पंचाट (संदर्भ संख्या 64/2012) को प्रकाशित करती है जो केन्द्रीय सरकार को 20/05/2015 को प्राप्त हुआ था।

[सं एल-42011/15/2012-आईआर (डीयू)]

पी०के० वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 20th May, 2015

S.O. 1087.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (I.D. No. 64/2012) of the Central Government Industrial-Tribunal-cum-Labour Court, Lucknow now as shown in the Annexure in the Industrial Dispute between the employers in relation to the

management of the Kendriya Bhandaran Nigam Shramik Kalyan Sangh, Lucknow Regional Office and their workmen, which was received by the Central Government on 20.05.2015.

[No. L-42011/15/2012-IR(DU)]

P. K. VENUGOPAL, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL- CUM-LABOUR COURT, LUCKNOW

PRESENT :

RAKESH KUMAR, Presiding Officer

I.D. No. 64/2012

Ref. No. L-42011/15/2012-IR(DU) dated 26.07.2012

BETWEEN

Vice President
Kendriya Bhandaran Nigam
Shramik Kalyan Sangh
U.P. Lucknow, Regional Office
4/87 Virat Khand, Gomti Nagar
Lucknow-10

AND

1. The Managing Director
Central Warehousing Corporation
4/1, Siri Institutional Area, Hauz Khas
New Delhi-110016
2. Regional Manager
Central Warehousing Corporation
Regional Office, Vibhuti Khand, Gomti Nagar
Lucknow

AWARD

1. By order No. L-42011/15/2012-IR(DU) dated 26.07.2012 the Central Government in the Ministry of Labour, New Delhi in exercise of powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) referred this industrial dispute between Vice President, Kendriya Bhandaran Nigam Shramik Kalyan Sangh, Lucknow and the Managing Director, Central Warehousing Corporation, New Delhi and Regional Manager, Central Warehousing Corporation, Lucknow for adjudication.

2. The reference under adjudication is:

“Whether the Action of The Management of Central Warehousing Corporation, Lucknow & Gorakhpur allotting inhabitable accommodation to Shri Vindyalal, Chaukidar-1 & deduction of house rent from his salary w.e.f. 01.06.2003 is legal and justified? What relief the workman is entitled to?”

3. The order of reference was endorsed to the Vice President, Kendirya Bhandaran Nigam Shramik Kalyan Sangh, Lucknow with the direction to the party raising the dispute to file the statement of claim along with relevant documents, list of reliance and witnesses with the Tribunal within fifteen days of the receipt of the order of reference and also forward a copy of such a statement to each one of the opposite parties involved in this dispute under rule 10 (B) of the Industrial Disputes (Central), Rules, 1957.

4. The claim statement W3 has been filed on behalf of the Kendirya Bhandaran Nigam Shramik Kalyan Sangh, Lucknow (espousing cause of Sri Vindhyachal, Chaukidar-I) stating therein, that the opposite party had deducted House Rent illegally from the wages/salary of the workman although he had vacated the quarter allotted by the opposite party. The applicant has further stated that the Sangh sent a letter dated 28.08.2003 to Regional Manager, Central Warehousing Corpon., Lucknow requesting that the workman had vacated the said quarter on 01.06.2003, letter was referred by the Regional Manager, Lucknow to Warehouse Manager, Gorakhpur on 08.09.2003, workman's application dated 22.04.2006 was further forwarded by the Warehouse Manager, Gorakhpur to the Regional Office, Lucknow, which reflects that the desired repairing was not conducted in the said quarter. Reminder dated 22.05.2006 was also given by the workman, which was further forwarded by the Warehouse Manager, Gorakhpur to Regional Office, Lucknow. It has further been pleaded that despite several letter of requests given by the workman in writing, house rent was continuously deducted from his monthly salary, compelling him to move Kendirya Bhandaran Nigam Shramik Kalyan Sangh, Lucknow. Thereafter the workers Sangh sent a letter to the Regional Office, Lucknow requesting therein that the deducted house rent be paid back to the workman, reply dated 24.04.2010 was sent by the management informing that certain facts have to be ascertained from the Gorakhpur Office.

5. The applicant has expressed his regret, agony and astonishment on the conduct of the opposite party for appropriate relief was not provided to the workman during the last more than 7 years. Four members committee was allegedly formed by the opposite party, which has submitted his report dated 22.10.2010. This report reads as under;

"It is intimated that the Chowkidar quarter of Central Warehouse, Gorakhpur are required major repairing. There are so many Peepal & Bargad tree over roof of Chowkidar quarters for which Warehouse Manager, Central Warehouse, Gorakhpur may be asked first its cutting. Quarters of Sri Vindhyachal are leaking due to Peepal and Bargad tree roots which are entered in kitchen room & bathroom through roofs and walls. It is intimated that only urgent items have been taken in this estimate. Septic tank and pipes are also

damaged. All the sunshades of windows are damaged."

6. It has further been pleaded in the claim statement that during the conciliation proceeding before the Regional Labour Commissioner (C), Lucknow another four members committee in its report dated 15.04.2011 has made the following observations;

"So many trees have developed over roof which are damaging the roofs and walls at many places. The roots of the tree are entering inside the rooms through walls and roof, recently heavy roof leakages which require immediate repairing. Replastering is urgently required at some places.

Septic tank of CDR quarters are having all connecting pipes have been completely damaged which require major repairing total water supply fitting require replacement including four numbers of water storage tank. All window/ventilator shutters require major repair, replacement including all fittings. Two numbers of new steel door are required over roof the prevent the entry of monkeys etc. in the quarters. WC pans (4nos) require its raising about 1½ feet from existing level including providing new flushing cisterns. Our CDR quarters two feet below the main road due to which water stagnates around the quarters resulting septic tank over flow and sludges are scattered around the campus.

So sand earth filling and brick on edge soling required to raise the height of the campus. All electric fittings require its replacement white washing, colour washing painting are require including minor repairing wherever required.

- (i) After major repairing as stated above it can be utilized.
- (ii) It can be repaired.
- (iii) Approximate minimum expenditure on repairs and Maintenance are to be rupees three lakh twenty thousand only."

7. It has further been stated by the Sangh that the committee members have clearly mentioned that without repair work indicated therein the said quarter is not worth living. Later on order for not deducting house rent was passed by the opposite party on 12.05.2011 but the date should have been 01.06.2003 when workman Sri Vindhyachal vacated the said quarter. After appropriate repair work the quarter was again allotted to the workman. Sangh has requested that the illegal deduction of house rent from the salary of the Sri Vindhyachal *w.e.f.* 01.06.2003 to 11.05.2011, be paid back to the said workman along with penal interest.

8. Paper Nos. 3/7 to 3/28 have been annexed with claim statement W3.

9. Written statement/reply M7 has been filed on behalf of the opposite party management, wherein it has been

admitted that the accommodation in question was allotted to Chowkidar on 28.09.1999, the workman sent a letter dated 31.03.2003 to the opposite party informing that the roof of the said quater is leaking, the house required repairing as well. The opposite party emphasized that the workman did not vacant the house till the date of last inspection *i.e.* May 2011, the Warehouse Manager directed to Sri Vindhyachal to be present in the house till further order, the Regional Manager enquired the status of the house, letter dated 31.03.2003 sent by the workman and 07.08.2003 by the Regional Officer have been annexured with written statement.

10. It is further submitted that the Warehouse Manager had informed the Regional Office on 22.05.2006 that the complaint of Vindhyachal, Chowkidar is quite correct and seepage is there. By his letter dated 22.05.2006, it reflects that Vindhyachal, Chowkidar was in possession of the said house. It is crystal clear that Mr. Vindhyachal Chowkidar was in regular possession of the house in question even on April 2010.

11. It is further submitted that Mr Vindhyachal, Chowkidar never informed the management or warehouse Manager that he has vacated house in question nor handed over the possession. Moreover, Mr. D.K. Misra, G.S. of a Union is neither authorized by Mr Vindhyachal, Chowkidar to represent him anywhere nor the answering respondent received any letter in this regard. Mr. D.K. Misra is only trying to brighten his political/Trade Union career and he is representing himself without any authorization and request from Mr. Vindhyachal, Chowkidar.

12. It is further submitted that the management respondents had directed to his construction cell for repairing in the month of July 2008 and sanctioned Rs. 15,647/against thereafter house was repaired and completed on 17.11.2008. A completion certificate was issued by the then Warehouse Manager on 09.02.2010. Subsequently, the respondents demanded some information regarding the houses of Chowkidar from the Warehouse Manager, Gorkhpur on 20.02.2010.

14. Department spot inspection report dt. 28.10.2010 and 15.04.2011 have been admitted in the written statement but the opposite party has pleaded that in the inspection report dated 12.05.2011 sent by the Warehouse Manager, in which Vindhyachal, Chowkidar, Sri Ram Nakshatra, Superintendent and 8 other official were present, it is mentioned that on last visit/inspection on dated 22.10.2010 and 15.04.2011, the house in question was locked by allottee but today doors are open. It means Sri Vindhyachal, Chowkidar was in possession of the said house. The house is unlocked by him on or just before 12.05.2011 without any prior information to the Warehouse Manager. It is also pertinent to mention here that on inspection date *i.e.* on 12.05.2011, Vindhyachal, Chowkidar was present on site but denied to affix his signautre.

15. The opposite party has pleaded that work order dated 29.06.2011 for special maintenance work, repairing and maintenance was completed on 19.09.2011, the site was earlier lastly inspercted on 12.05.2011 and for the first time the said house was found unlocked, the workman Sri Vindhyachal, Chowkidar was also present as member of the committee but denied to put his signature on paper vide order dated 04.10.2011, the house rent was not being deducted from the salary *w.e.f.* 12.05.2011.

16. It is further pleaded that security guards (Chowkidar) are always provided quarters within the campus for the security of the werehouse. Sri A.K. Srivastava from 03.10.2002 to 02.08.2006, Sri D.S. Vishwakarma from 03.08.2006 to 31.05.2008 and Sri Munib Prasad from 01.06.2008 to 03.11.2011 were Warehouse Manager consecutively of the Central Warehouse, Gorakhpur. All the Warehouse Manager posted within year 2003 to 2011 have clarified in writing that Sri Vindhyachal, Chowkidar was in possession of the house in question.

17. It is submitted that return of deducted HRA are concerned, Vindhyachal was requested by the Warehouse Manager through a letter no. 821 dated 24.11.2011 issued in complianced of the R.O. office order No. A-3861 dated 17.10.2011 to produce evidence/documents that during the period from 2003 to 12.05.2011 he was residing elsewhere on rent or his own house outside the campus of the Warehouse as he say so. In reply, Vindhyachal have submitted a letter dated 30.11.2011 mentioning therein that period he was residing at his own house situated at Kudaghat, Gorakhpur with his family and annexed a ration card in his support which is issued on 12.08.2011. The reply and averments made by him are not sufficient and not believable that he was not in possession. He neither submitted any document that he has vacated the house which is inhabitable nor any document regarding handing over taking over of possession of the said house. He has failed to establish that he was vacated the house in question not in possession during 01.06.2003 to 11.05.2011.

18. It is crystal clear that Sri Vindhyachal, Chowkidar was in regular possession from 01.06.2003 to 11.05.2011 and was residing in. This fact is also confirmed by report of inspection dated 12.05.2011 sent by the Warehouse Manager, Gorakhpur that during last inspection the door was locked by the allottee.

19. The management has pleaded that an opportunity was given to Sri Vindhyachal, Chowkidar to prove his statement with supportive documents that during the period, he was not residing in the house and vacated the same but he failed to produce any evidence. The opposite party has prayed to dismiss the case with cost filed by the workman, being devoid of merits.

20. Affidavit in support of the written statement has been filed by Mr. Kushal Soreng.

21. Paper Nos. 25 to 59 have been annexed with the written statement and affidavit by the opposite party.

22. Rejoinder W8 has been filed by the workman, denying the allegations levelled by the opposite party in the written statement, and reiterated the plea taken in the claim statement. Sangh has prayed for refund of the deducted HRA for the said period alongwith 18% penal interest. Further document 8/12 to 8/48 including the affidavit of the workman have been filed alongwith rejoinder. Another Affidavit W9 has been filed by the workman alongwith Annexure 9/12 to 9/39. In evidence another affidavit W10 was also filed by the workman alongwith annexure 10/7 to 10/24.

23. The opposite party/management did not file any evidence in support of the written statement or any reply to the rejoinder given by the workman. Regarding rejoinder W9, it was objected by the opposite party that it has been filed without any oath, thereafter fresh rejoinder W9 was filed.

24. Sufficient opportunity was provided to the opposite party by my learned predecessor to cross-examine the workman but none appeared on behalf of the opposite party thereafter several dates were given to the parties but the management did not come either to cross-examine the workman or to further proceed with the defence taken earlier. On 13.11.2014, an adjournment application was moved before me which was strongly opposed and allowed by the Court on the payment of Rs. 200/- as cost. Neither the adjournment cost was paid nor learned AR for the management appeared in the Court on subsequent dates viz. 05.01.2015, 17.03.2015 and 06.05.2015. It is evident from the perusal of the record that the opposite party has shown gross negligence in defending the case filed by the Sangh. Such type of callous and negligent attitude on behalf of any Govt. Department can never be appreciated.

25. Arguments advanced by the learned AR of the workman have been heard at length. Record has been perused thoroughly.

26. In support of the claim statement comprehensive self explanatory affidavit of Mr. Vindhyachal has been submitted. The management has admitted in written statement filed before the court that said quarter required thorough repairs for which work order was issued by the management. Copy of letter dated 28.08.2003, sent by General Secretary of Sangh to the Regional Office, Lucknow has been filed by the workman. Letter dated 07.08.2003 sent by the Regional Office to the Warehouse Manager, indicate that the said quarter was suffering from seepage etc. Copies of the letter sent by the workman to the opposite party for proper repair of the said quarter have also been filed alongwith claim statement. Photo copy of the special repair report dated 22.10.2010 (3/23) have been filed wherein estimated cost for the repair is determined as Rs. 1,77,898/-. Copy of another special report dated 15.04.2011 has also

been filed. The opposite party has not denied these reports. It is worthwhile to mention here that workman has honestly admitted that after 11.05.2011 he has been in possession of the said quarter because proper repairs were done by the opposite party. During the arguments it was pointed out by the Learned AR of the workman he is going to retire very soon.

27. After having heard the learned AR of the workman and close scrutiny of the record available before the Court, it is genuinely inferred that the stand taken by Sangh on behalf of Mr. Vindhyachal, Chowkidar is duly proved. The written statement filed by the opposite party and the relevant documents clearly indicate that quarter in question was in very dilapidated condition. The opposite party had miserably failed to adduce any cogent and reliable evidence in rebuttal, neither the workman was cross-examined on behalf of the management, although sufficient opportunity was provided to the management.

28. Therefore, in the light of the facts and observations made here-in-above, it is inferred that the action of the management of Central Warehousing Corporation Ltd., Lucknow and Gorakhpur regarding deduction of house rent from the salary of the workman Mr. Vindhyachal, Chowkidar *w.e.f.* 01.06.2003 to 11.05.2011 is illegal and unjustified. The opposite party management is hereby directed to make payment of the referred sum to the workman within two months from the date of notification of the award by Govt. of India, Ministry of Labour & Employment, New Delhi.

29. Award as above.

Lucknow

May 13th, 2015

RAKESH KUMAR, Presiding Officer

नई दिल्ली, 20 मई, 2015

का.आ. 1088.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार डिपार्टमेंट ऑफ टेलिकम्यूनिकेशन, कानपुर के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, लखनऊ के पंचाट (संदर्भ संख्या 100/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20/05/2015 को प्राप्त हुआ था।

[सं० एल-40012/43/2004-आई आर (डीयू)]

पी० के० वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 20th May, 2015

S.O. 1088.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (I.D. No. 100/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Lucknow now as shown in the Annexure in the

Industrial Dispute between the employers in relation to the management of the Department of Telecom, Kanpur and their workman, which was received by the Central Government on 20/05/2015.

[No. L-40012/43/2004-IR (DU)]

P. K. VENUGOPAL, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL- CUM-LABOUR COURT, LUCKNOW

PRESENT :

RAKESH KUMAR, Presiding Officer

I.D. No. 100/2004

Ref. No. L-40012/43/2004-IR(DU) dated: 26.10.2004

BETWEEN

Sh. Viresh Kumar Pandey
S/o Sh. Jaga Narayan Pandey
Mansukh Khera, Gangaghat,
Unnao (UP)

AND

1. The Divisional Engineer Telecom.
DET, OFC, CTO Compound, Mall Road,
Kanpur (U.P.)
2. The Director
BSNL
Sarvodaya Nagar,
Kanpur (U.P.)
3. The Chairman and Managing Director
BSNL
Sanchar Bhawan,
New Delhi-110001

AWARD

1. By order No. L-40012/43/2004-IR(DU) dated: 26.10.2004 the Central Government in the Ministry of Labour, New Delhi in exercise of powers conferred by clause (d) of sub-section (1) and sub section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) referred this industrial dispute between Sh. Viresh Kumar Pandey, S/o Sh. Jagat Narayan Pandey, Mansukh Khera, Gangaghat, Unnao (UP) and the Divisional Engineer Telecom, DET, OFC, CTO Compound, Mall Road, Kanpur (U.P.) & the Director, BSNL, Sarvodaya Nagar, Kanpur (U.P.) & the Chairman and Managing Director, BSNL, Sanchar Bhawan, New Delhi for adjudication to this CGIT-cum-Labour Court, Lucknow.

2. The reference under adjudication is:

"Whether the action of Management of Divisional Engineer Telecom., D.E.T., O.F.C., C.T.O. Compound,

Kanpur in terminating the services of their workman Shri Viresh Kumar Pandey S/o Shri Jagat Narayan *w.e.f.* 5.7.1989 is legal and justified? If not, to what relief the workman is entitled?"

3. The case of the workman, Viresh Kumar Pandey, in brief is that he was engaged as casual labour *w.e.f.* 17.02.1982 on being sponsored by the Employment Exchange after interview etc. and worked accordingly upto 03.07.1989. It is submitted by the workman that he was sent to jail in wake of an FIR being lodged on account of death of his wife on 04.07.1989. It is further stated that on grant of bail, the workman approached the management for joining but they declined the same; moreover he submitted an affidavit dated 27.09.1989 as per the demand of the Assistant Engineer. It is submitted by the workman that he raised an industrial dispute before CGIT-cum-Labour Court, Kanpur which was rejected for the want of jurisdiction and later approached the Central Administrative Tribunal, Allahabad Bench, which directed the management to consider the representation of the workman. It is stated that the workman as per directions of the CAT, moved a representation before management of BSNL, which rejected the same vide order dated 27.05.2003. On rejection of the representation, the workman again raised an industrial dispute before the Assistant Labour Commissioner (Central), which was in turn referred to this Tribunal for adjudication. The workman has submitted that the management in its written statement, in reply to his statement of claim, before CGIT-cum-Labour Court, Kanpur has submitted that "the applicant was not taken on duty as he was arrested by the police on the charge of murder of his wife and reminded in jail for more than 48 hours. The management further submitted that the applicant is not entitled of the any relief till he is acquitted honourably by the Criminal Court". The workman has further submitted that in reply to his rejoinder statement before CGIT-cum-Labour Court, Kanpur, the management has submitted that "He was not taken on duty due to the charge against him for the murder of his wife and subsequent arrest by the police on 14.08.1989. Shri Viresh Kumar has not been removed from employment under any industrial dispute, but he was not taken on duty for the reasons quoted above." The workman has submitted that he has been acquitted of the offence under which he was charged vide judgement and order dated 03.07.1995 passed by the IV Additional Sessions Judge, Unnao. The workman has given details of his working in each year of engagement and has prayed that he be reinstated with continuity in service and back wages. He has also prayed that he be held entitled for same position and designation as already given to his junior workmen.

4. The management of the BSNL has filed its written statement, denying the claim of the workman; wherein it was submitted that the workman was engaged as casual laboured purely on daily basis and he continued to work

up to 3rd July, 1989 and thereafter he did not turn up for duty nor any intimation was given by him to the department explaining his absence from duty. It is submitted by the management that the reason for not turning up on duty on 4th July, 1989 was that the applicant was absconded from police as he was involved in a dowry death case of his wife and was later on arrested by the police. It is specifically pleaded by the management that the contention of the workman that he was restrained from resuming his duties by the Assistant Engineer, is false and baseless; and there was no question of given any assurance to the workman by any of the officers of the department to engage him after his release on bail. The management has submitted that the dispute pertaining to the alleged termination of service of the applicant has already been adjudicated upon by the CGIT-cum-Labour Court, Kanpur vide its award notified on 04.02.1997, therefore, the workman cannot agitate the same issued again before this Tribunal as the same is barred by the principle of *resjudicata*. It is also contention of the management that the workman had not been absolved from the charges on merits but was given benefit of doubt. It is stated that the workman was not covered by the Casual Labourers Grant of Temporary Status and Regularization Scheme 1989 as the said scheme was introduced on 01.10.1989 and it was precondition that the official should have been in employment on 01.10.1989 and since the workman did not attend his duty after 03.07.1989, therefore, the benefit of temporary status scheme could not have been given to the workman. The management has submitted that the workman himself did not report for duty as he was involved in a criminal case, therefore, after his acquittal in criminal case he could not have been re-engaged in service as there was a complete ban on the engagement of fresh casual labourers and further he could not have been given the benefit of the Grant of Temporary Status and Regularization Scheme 1989 as he was not in the employment on he cut off date *i.e.* 01.10.1989. Accordingly the management has submitted that the claim of the workman be rejected being devoid of any merit.

5. The workman has filed its rejoinder wherein apart from reiterating the averments already made in the statement of claim he has denied that he was a contract labour and stressed that he was appointed as casual worker by the management.

6. The workman has filed the photocopy of numerous documents in support of his claim; whereas the management has filed none. The workman has examined himself and the management examined Shri Raj Kumar Bhargava, Asstt. Engineer (Retd.) & Shri B.D. Vidhyarthi, JTO in support of their case. The parties availed opportunity to cross-examine the witnesses of each other apart from forwarding oral arguments.

7. Heard learned authorized representatives of the parties at length and perused entire evidence on record in light thereto.

8. The workman has come up with a case that he was engaged as casual labour by the opposite party after calling the names from the Employment Exchange. The authorized representatives of the workman has contended that the workman was falsely implicated in a criminal case on death of his wife on 04.07.1989 and he was sent to jail. When the workman was released on Bail he approached the management, which did not allow him to join the duties. It is also contended by the workman that the management regularized other junior casual labourers sparing him. The authorized representative has also argued that the CGIT-cum-Labour Court, Kanpur did not give its award on merits but it rather rejected the same for the want of jurisdiction.

9. The authorized representative of the management has submitted that the workman had never been terminated by the management rather he abandoned the services by himself due to criminal case instituted against him. The management has also contended that the present industrial dispute is barred by the principle of *resjudicata* and accordingly, the present reference is bad in the eye of law.

10. I have given my thoughtful consideration to the rival contentions of the parties and scanned the documentary and oral evidence adduced by the parties.

11. The management has taken preliminary objection that the present industrial dispute is barred by the principle of *resjudicata* as the same has already been decided by the CGIT-cum-Labour Court, Kanpur. The workman has denied the same with contention that the CGIT-cum-Labour Court, Kanpur rejected the claim for the want of jurisdiction.

Having gone through the documentary evidence relied upon by the workman, it is evident that the Central Government referred the industrial dispute regarding termination of the services of workman, Viresh Kumar to CGIT-cum-Labour Court, Kanpur, which vide their award dated 20.01.1997 returned the above reference unanswered with following observation without going into the merits of the case:

"3. It is unnecessary to give the detail of the case as the Hon'ble Supreme Court in case of Sub. Divis. Inspector *Versus* Vaikem V.T. Joseph Lab I.C. 1996 (105) (SC) has held that Telecom Department is not an Industry. Hence this Tribunal has no jurisdiction to determine the dispute. Accordingly the reference is returned unanswered."

Thereafter, the workman approached the CAT, Allahabad for redressal of grievances, which too instead of passing any order on merit, directed the respondent/management to consider the representation of the workman: and on rejection of the representation of the workman by

the management of BSNL, the workman approached the conciliation officer of the appropriate government since by the time the Telecom Department has been nominated as BSNL and declared an Industry. Thus, the issue/dispute that existed between the workman and the management of BSNL had never been decided on merit; and accordingly, the present industrial dispute is not barred by the principal of *resjudicata* as contended by the opposite party.

12. Now coming to the merits of the case, admittedly, the workman, Viresh Kumar has been engaged as a casual labour after observing due formalities available under Rules by the management of BSNL on 17.02.82 and worked as such continuously till 03.07.89. On 04.07.89 the wife of workman, Viresh Kumar died due to burn injuries and he was taken into police custody on institution of criminal case against him on alleged charges of dowry death of his wife. The workman was sent to jail and later on was released on bail. The workman has come up with a case that on his release on bail he approached the department but he was denied joining due to his involvement in criminal case. Per contra, the management of the BSNL has taken a very clear cut stand that it the workman abandoned the services *w.e.f.* 04.07.89 and never informed the department about his absence whatsoever. It is also the case of the management that the management never terminated his services at any point of time; rather the workman himself did not turn up to join the duties. The management witnesses during their evidence before this Tribunal have stated that the workman did not turn up before the management to given his joining and also that he never informed the management of his absence. In rebuttal, the workman has stated that after releasing from bail, he approached the BSNL for joining but he was not allowed. However, he submitted an affidavit dated 27.09.1989 as per demand of the Assistant Engineer.

13. The management of the BSNL, before this Tribunal has taken a specific stand that it was the workman who abandoned the services and did not turn up to join the services. The workman has pleaded that on release from jail, on bail, he approached the management for joining the submitted an affidavit dated 27.09.89 as per directions of Assistant Engineer; but even then he was not allowed to join.

On close perusal of the documentary evidence adduced by the workman it is evident that the management of the BSNL in its written statement before CGIT-cum-Labour Court, Kanpur had submitted that the "applicant was not taken on duty as he was arrested by the police on the charge of murder of his wife and remained in Jail for more than 48 hrs." It has further been submitted in the written statement that "the workman is not entitled for any relief till he is acquitted honourably by the competent court of law. However, in the para 6 of the written statement, it is submitted that "the applicant was accused of murder of his wife which is under trial as dowry death of his wife. His

prayer for affording relief can only be considered with he is acquitted by the court." This goes to support the pleadings of the workman that the management would have asked him to give affidavit and when the furnished the affidavit to the effect that on holding guilty he may be turned out of service and if is acquitted he may be deemed continued in service. There is no iota of evidence from the management as to what steps have been taken by the management on acquittal of the workman, particularly when it stated before CGIT-cum-Labour Court, Kanpur that any relief regarding joining can only be provided to the workman if he is acquitted in the criminal case instituted against him. Hence, when the workman was acquitted vide judgement and order dated 03.07.95 then it was incumbent upon the management to call the workman to join his duties.

Hon'ble Bombay High Court in *Bhadrawati Shikshan Sanstha and another vs. Hashib Pasha & others* 2015 (144) FLR 1059 has observed that "termination for unauthorized absence for long period, without notice to report on duty, is legal." Therefore, the action of the management not calling he workman to join the duties on his acquittal amounts to termination of his services without notice."

14. The workman has also pleaded that he was entitled for regularization under Casual Labourers Grant of Temporary Status and Regularization Scheme 1989 as the cut of date of the scheme was 01.10.1989. It is the case of the workman that he remained in jail from 14.08.89 to 14.09.89 and on release, on bail, he approached the BSNL on 15.09.89 he was not allowed to join the duties. The workman was subsequently acquitted of the criminal charges, thus had he been allowed joining on 15.09.89 he have been in service on the cutoff date *i.e.* 01.10.1989 and might have been regularized like other juniors to the workman.

15. Therefore, in view of the facts and circumstances of the case and discussions made here in above; I am of considered opinion that not allowing the workman to join the duties and amounts to his termination without notice, which is illegal and unjustified, particularly in view of his acquittal in the criminal case; and accordingly. I come to the conclusion that the workman, Viresh Kumar Pande is entitled for re-in-statement with continuity in service, except back wages as he was a daily wager only, Further, he shall also be entitled for regularization under Casual Labourers Grant of Temporary Status and Regularization Scheme 1989 at par with other juniors who were engaged with the workman.

16. The reference under adjudication is answered accordingly.

17. Award as above.

Lucknow
7th May, 2015

RAKESH KUMAR, Presiding Officer

नई दिल्ली, 20 मई, 2015

Award Passed on : 15.05.2015

का.आ. 1089.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार नेशनल सैंपल सर्वे ऑफिस शिमला के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय 1 चंडीगढ़ के पंचाट (संदर्भ संख्या 18/2012) को प्रकाशित करती है जो केन्द्रीय सरकार को 20/05/2015 को प्राप्त हुआ था।

[सं एल-42025/03/2015-आईआर (डीयू)]

पी० के० वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 20th May, 2015

S.O. 1089.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (I.D. No. 18/2012) of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the National Sample Survey Office, Shimla and their workman, which was received by the Central Government on 20/05/2015.

[No.L-42025/03/2015-IR(DU)]

P. K. VENUGOPAL, Desk Officer

ANNEXURE

**BEFORE SHRI SURENDRA PRAKASH SINGH,
PRESIDING OFFICER, CENTRAL GOVT.
INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT 1, CHANDIGARH**

Case No. ID 18 of 2012

Sh. Davinder Kumar son of Shri Chandru,
resident of Tutikandi,
Shimla Near Zoo,
(Ganpati Niwas), Shimla.

.... Workman

VERSUS

Deputy Director General,
NSSO(FOD), HP Region,
Boswell Villa, Shimla-171006.

.... Respondent

APPEARANCES

For the Workman: Sh. Davinder Chauhan Jaita,
Advocate

For the Management: Sh. Shri Kuldeep Singh Rathore,
Advocate

1. The workman raised the dispute directly to this Tribunal regarding his dismissal from service by the respondent management of NSSO (FOD) on the certificate No. 8(28)2012/ACH/dated 28.09.2012 issued by the Assistant Labour Commissioner (Central), Chandigarh under Section 2(a)2 of the Industrial Disputes Act, 1947 as the conciliation proceedings not concluded in prescribed time under the law. The workman filed claim statement stating there in that the workman joined as daily wage with the respondent management *w.e.f.* 14.11.2000 and thereafter he was assigned the duties of chowkidar. It is further pleaded that the establishment in which the workman was working is 'industry' within the meaning of Industrial Disputes Act 1947. The workman rendered more than 10 years continuous service and this Tribunal has the jurisdiction of the matter. The workman further stated in the claim statement that false allegation leveled against the workman pertains to the absence from duty on 14.02.2011 and secondly locks of the guest house and training hall of the office campus were found broken and taps of the toilets of guest house were also broken and were taken away and thereafter on 27th April 2011 and 15th May 2011 the workman was found absent from duty and thereafter the Head Office decided to take the contract services of the security guard agency and the services of the workman was terminated *w.e.f.* 16.05.2011. The workman was not given any opportunity of being heard and without appointing any enquiry officer, without charge sheet which is against the principles of natural justice. The workman was appointed as per rules and in the services of the management for more than 11 years when his services were illegally terminated. It is prayed by the workman that subject matter of the complaint may be allowed.

2. The management of NSSO filed reply to the claim application. Preliminary objections has been taken that office of the respondent do not fall within the ambit of industry as defined in Industrial Disputes Act, 1947 and the present application of the applicant may not be admitted. On merits it is stated in written statement that the applicant was engaged on daily wages as chowkidar in the Office of Deputy Director General NSSO Regional Office, Shimla since 17.09.2001 and his termination from service was not illegal and the same is justifiable as per non performance of duty and careless in discharge of office duty. As applicant was found careless, his engagement was discontinued on the ground of non performance to the satisfaction of office following the due process and no false allegation made against him. Enquiry was conducted and he was given reasonable opportunity to submit his defence. Deputy Director Regional Office NSSO conducted preliminary enquiry in the allegation of theft and damaged to office premises. The applicant appeared in preliminary enquiry and he was duly accorded opportunity of being heard and the applicant did not put forth his defence statement. In the

case of the applicant, as he was engaged as casual labour on daily wages regular enquiry was not warranted, therefore, there was not need to issue charge sheet and appointment of enquiry officer. As respondent does not have a sanctioned post of chowkidar, therefore, the workman was engaged through local employment exchange on daily wages basis for specific period on specific terms and conditions. On incident of theft FIR was lodged and no principles of Articles 14, 15, 16 and 21 of constitution of India has been violated and applicant has not right to claim for regularization of services. As he was on daily wages to perform part time job and on noticing laxity in his performance his contractual engagement was not extended. It is prayed that application made by the applicant may be rejected.

3. The workman filed rejoinder to the written statement reiterating the claim made in the claim petition. In evidence workman filed his affidavit along with documents. The management also submit affidavit of Sh. Ram Kishan DDG NSSO Shimla who examined in evidence as MW 1. The workman stated before this Tribunal that he was engaged as coal boy for full day. He admitted that as chowkidar his duties hours were from 5.30 P.M. to 9 A.M. He also stated that management might have told him that he may be removed from service if his work is not satisfactory. He further stated that FIR for theft was lodged in police.

I have heard the parties and gone through the evidence and record of the case.

5. The first point raised by the management is that the respondent office does not fall within the ambit of industry as defined in Section 2-J of the I.D. Act 1947. Section 2 sub section-J of ID Act 1947 defines the Industry means as under:

(j) "Industry" means any business, trade, undertaking, manufacture or calling of employers and includes any calling, service, employment, handicraft, or industrial occupation or avocation of workmen;

This Section subsequently substituted by Industrial Disputes (Amendment Act, 1982) wherein, it has been provided that:—

(j) "Industry" means any systematic activity carried on by co-operation between an employer and his workmen (Whether such workmen are employed by such employer directly or by or through any agency, including a contractor) for the production, supply or distribution of goods or services with a view to satisfy human wants or wishes (not being wants or wishes which are merely spiritual or religious in nature), whether or not:—

- (i) Any capital has been invested for the purpose of carrying on such activity; or
- (ii) Such activity is carried on with a motive to make any gain or profit, and includes—

(a) Any activity of the Dock Labour Board established under section 5A of the Dock Workers (Regulation of Employment) Act, 1948 (9 of 1948)

(b) Any activity relating to the promotion of sales or business or both carried on by an establishment,

6. This argument of the management has been opposed by the learned counsel for the workman. Learned counsel for the workman submitted that office of Deputy Director General, NSSO (FOD), HP Region Shimla Comes well within the ambit of the provisions 2j of the Industrial Disputes (Amendment Act 1982). From the perusal of the pleadings by the parties, the management has not specifically mentioned as to why the respondent does not fall within the definition of Industry which clearly shows that the management comes within the definition of Industry as provided under section 2j of the I.D. Act (Amendment Act, 1982).

7. Workman filed documents which show that workman was called for interview for the post of coal boy through employment exchange and started his service career as daily wager *w.e.f.* 14.11.2000. There after he was assigned the duties of chowkidar by DDG, NSSO who issued office memo dated 17.09.2001 stating therein that workman is being deputed as watchman *w.e.f.* 18.09.2001 on daily wages. It is also mentioned that his duties hours would be 5.30 p.m. to 9 a.m. It is also provided that workman would not be entitled for regularizing his services and his services can be terminated at any time. He was paid monthly wages as per document D-2 which is payment sheet. From the record it is revealed that workman continued serving the department up to 16.06.2001 when his services terminated *vide* order No. 1045 dated 16.6.2011 by DDG, NSSO, Shimla on the ground that the workman failed to perform his duties with honesty and dedication as a theft took place on 14.2.2011 in the office and guest house. Locks were found broken of guest house and training hall and the taps of both of the bathrooms were stolen and broken as the workman remained absent from duty. He was also found absent from duty by the officials on sudden checking and despite asking him time and again orally but the workman failed to perform his duty honestly. It is also stated in this memo that taking into consideration the directions of Head Quarter, the security of the office work would be taken by the security agencies on contract.

8. It is admitted by MW1 Sh. Ram Krishan, Deputy Director General in his statement that "Preliminary enquiry report has not been filed by the management in this Tribunal. No final finding enquiry report has been filed by the management in this Tribunal. FIR was lodged against theft took place in guest house. No case was initiated further in any court. No recovery was ever made from the workman in view of the contents of the letter Ex. M-2. After the

disengagement of the workman, the work was taken from the out sourced staff." Thus from the statement of witness of the management, it is clear that no preliminary enquiry and final finding report has been filed by the management in this Tribunal. WW1 workman Devinder Kumar in his statement made before this Tribunal deposed that department did not make any enquiry regarding theft. Workmen also stated that it incorrect to suggested that in the alleges departmental enquiry he was found negligent. It is also the case of the workman that no charge sheet was issued to the workman and no enquiry officer was appointed to conduct departmental enquiry against the workman. The workman served the management from 14-11-2000 to 16-06-2011. At the time of termination no retrenchment compensation, one month pay in lieu of notice was paid to the workman. The management has violated the mandatory provision of Section 25-F of the I.D. Act 1947 as the termination of workman is against the principles of natural justice.

9. The workman was serving the department as chowkidar (night) on daily wage basis. In view of the facts and circumstances of the case, the workman cannot be reinstated in services. The justice would be met if the workman is allowed compensation in lieu of reinstatement. As the workman worked for more than ten years therefore, Rs.75000/- (seventy five thousand) would be just compensation in lieu of reinstatement.

10. The management is directed to pay Rs.75000/- (seventy five thousands) as compensation to the workman within one moth from the date of the publication of the award.

11. The reference is answered accordingly. Soft as well as hard copy be sent to the Central Government for publication.

Chandigarh
15.05.2015

S. P. SINGH, Presiding officer

नई दिल्ली, 20 मई, 2015

का.आ. 1090.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा के अनुसरण में केन्द्रीय सरकार सेंट्रल लोक निर्माण विभाग, मुद्दे के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ संख्या 56/2014) को प्रकाशित करती है जो केन्द्रीय सरकार को 19.05.2015 को प्राप्त हुआ था।

[सं० एल-42012/89/2014-आईआर (डीयू)]

पी० के० वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 20th May, 2015

S.O. 1090.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central

Government hereby publishes the award (I.D. No. 56/2014) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the Central Public Works Department, Madurai and their workman, which was received by the Central Government on 19.05.2015.

[No.L-42012/89/2014-IR (DU)]

P. K. VENUGOPAL, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Thursday, the 7th May, 2015

Present : K.P. PRASANNA KUMARI,
Presiding Officer

Industrial Dispute No. 56/2014

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of Central Public Works Department, Madurai and their workman)

BETWEEN

Sri P. Paul Pandi : 1st Party/Petitioner

AND

1. The Superintending Engineer MDUCC
Central Public Works Department
J.N. Nagar, 2nd Street, Valluvar Colony
Madurai-625014

: 2nd Party/1st Respondent

2. The Executive Engineer
Central Public Works Department
Madurai Central Division, Meenambalpuram
Madurai-625002

: 2nd Party/2nd Respondent

APPEARANCE :

For the 1st Party/ : Sri S. Ravi, T. Ramkumar,
Advocates

For the 2nd Party/ : Sri M. Liagatali,
Respondent Advocate

AWARD

The Central Government, Ministry of Labour & Employment vide its Order No. L-42012/89/2014-IR (DU) dated 07.07.2014 referred the following Industrial Dispute to this Tribunal for adjudication.

The Schedule mentioned in that order is:

"Whether the action of the Management of Central Public Works Department, Madurai over the issue of alleged illegal termination of Sri P. Paulpandi *w.e.f.* 09.03.2013 is legal and justified? if not to what relief the workman is entitled to?"

2. On receipt of the Industrial Dispute this Tribunal has numbered it as ID 56/2014 and issued notices to both sides. Both sides have entered appearance through their counsel and have filed their claim and counter statement respectively.

3. The averments in the Claim Statement filed by the petitioner in brief are these:

The petitioner joined the service of the Respondent in the year 2009 on temporary basis. No written order of appointment was issued to him. The petitioner was assigned the duties of an Attender. He was transferring files from one Section to another, arranging files and doing bank related work as Messenger and also other works assigned by the superior Officers. Initially wages were paid to the petitioner by way of vouchers. The petitioner had been employed continuously without any break. The work done by the petitioner was perennial in nature. The petitioner had demanded the Respondent to regularize his service and to provide him benefits alongwith similarly placed permanent employees. The Respondent got furious upon this and denied employment to him from 09.03.2013. No written order of termination was served on the petitioner. The dispute is raised accordingly. An order may be passed directing the Respondent to reinstate the petitioner in service with full back wages, continuity of service and other attendant benefits.

4. The Respondent has filed Counter Statement contending as follows:

The Respondent had called tenders for providing labour services for maintenance of buildings and other attendant works. The Contractor who has taken the work provided labour service to the Respondent. The petitioner was initially engaged by John Batcha, Contractor who has taken contract. He had executed agreement for a period of 12 months starting from 27.07.2009. The contract was renewed from time to time and the work was awarded to successive Contractors. The petitioner was engaged by the Contractors. There is no employer-employee relationship between the Respondent and the petitioner. Contractor, John Batcha had paid Rs. 11,590/- as arrears of wages to the petitioner. The petitioner was lastly engaged by Venkataraman who had taken contract for the year 2012-2013. On expiry of this contract period the service of the petitioner was dispensed by the Contractor and not by the Respondent. The petitioner is not entitled to any relief from the Respondents.

5. The evidence in the case consists of oral evidence of WW1 and MW1 and documents marked as Ext. W1 and Ext. M1 to Ext. M3.

6. The points for consideration are:

- (i) Whether the petitioner was terminated from service by the Respondent?
- (ii) If so, what if any is the relief to which the petitioner is entitled?

The Points

7. The petitioner has claimed that he had entered the service of the Respondent in the year 2009 on temporary basis. According to him he was not given any Appointment Order, the appointment having been temporary. He has stated in the Claim Statement that he was assigned duties of an Attender and he was doing his work satisfactorily. The petitioner has given evidence as WW1 and has reiterated his case in the Proof Affidavit filed by him.

8. The contention of the Respondents is that the petitioner was never employed by them and there was never employer-employee relationship between the Respondents and the petitioner. It is stated in the Counter Statement that work contracts were executed by CPWD with different Contractors and the petitioner was employed by some of the Contractors who worked for the Respondents. According to the Respondents there was no question of terminating the petitioner from service as there was no employer-employee relationship. The case is that one Venkataraman who was a Contractor for one year had dispensed with the service of the petitioner after expiry of the contract.

9. The only document produced by the petitioner to prove his case is Ext. W1. The petitioner has claimed that for some time he was paid directly by the Respondents, though he was admitted that subsequently he was paid by Contractor. What we have stated during his cross-examination is that for the first three months after his appointment he was paid directly by the Respondents. Ext. W1 the document dated 19.11.2009 is a hand receipt issued by the Executive Engineer of Madurai Central Division, CPWD. However, this receipt is for payment of Rs. 230/- towards bus charge claimed for 23 days @ Rs. 10/- per day. As seen from the document the payment is towards expenses to go to the Post Office. This document will not show that the petitioner was employed directly by the Respondents. Though it is claimed that he was paid directly for the first three months no such documents are produced. It is admitted by the petitioner that after the first three months John Batcha the Contractor was paying salary to him.

10. The evidence tendered by MW1, and Officer of CPWD Madurai Circle would show that the petitioner was employed by the Contractor and not by the Respondents

directly. This witness has stated that the petitioner has received DD for Rs. 11,590/- from John Batcha, the Contractor. It is admitted by the petitioner during his cross-examination that he has received this amount from John Batcha through labour Commissioner. It seems the petitioner has approached the Labour Commissioner alleging that the Contractor was not paying him minimum wages and the Labour Commissioner had directed the Contractor to pay arrears of wages. It is accordingly draft for Rs. 11,590/- copy of which is marked as Ext. M1 was given to the petitioner. It is very much clear from this document that at the time when the draft was issued the petitioner was working under Contractor.

11. The evidence of MW1 shows that CPWD had been executing agreement for works to be carried out. Ext. M2 and Ext. M3 are the copies of agreements of the year 2009-2010 and 2012-2013 respectively. As seen from Ext. M3 one B. Venkataraman was the Contractor for the year 2012-2013. During the date of the alleged termination Venkataraman must have been during work for the Respondents on contract.

12. There is total dearth of evidence to prove the case of the petitioner that he was ever employed by the Respondents directly or terminated by them from service. Even as per the case of the petitioner direct employment was only for three months and thereafter only through Contractor. So the Respondents are not liable to reinstate him in service. The petitioner is not entitled to any relief.

The reference is answered against the petitioner. An award is passed accordingly.

K. P. PRASANNA KUMARI, Presiding Officer

Witnesses Examined

For the 1st Party/Petitioner WW1, Sri P. Paul Pandi

For the 2nd Party/
1st and 2nd Management MW1, Sri G. Ganesan

Documents Marked:

On the petitioner's side

Ex. No.	Date	Description
Ex.W1	19.11.2009	Hand Receipt approved by the Respondent

On the Management's side

Ex. No.	Date	Description
Ex.M1	—	Copy of DD No. 861977 dated 22.10.2012
Ex.M2	—	Copy of Agreement No. 23/MCD-1/2009-10
Ex.M3	—	Copy of Agreement No. 34/MCD-1/2012-13

नई दिल्ली, 21 मई, 2015

का.आ. 1091.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उप-धारा - (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 01 जून, 2015 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय-5 और 6 [धारा-76 की उप-धारा-(1) और धारा 77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है] के उपबंध केरल राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात्:

रेवेन्यु विल्लेज - वेलूर, तालुक - तलप्पिल्ली, जिला - तृशूर।

[सं. एस-38013/37/2015-एसएस-I]

अजय मलिक, अवर सचिव

New Delhi, the 21st May, 2015

S.O. 1091.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st June, 2015 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI [except Sub-Section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following areas in the State of Kerala namely:—

Revenue Village of Velur in Thalappilly Taluk of Thrissur District.

[No. S-38013/37/2015-SS-I]

AJAY MALIK, Under Secy.

नई दिल्ली, 21 मई, 2015

का.आ. 1092.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उप-धारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 01 जून, 2015 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय-5 और 6 [धारा-76 की उप-धारा-(1) और धारा 77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है] के उपबंध केरल राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात्:

रेवेन्यु विल्लेज - पांजाल, तालुक - तलप्पिल्ली, जिला - तृशूर।

[सं. एस-38013/38/2015-एसएस-I]

अजय मलिक, अवर सचिव

New Delhi, the 21st May, 2015

S.O. 1092.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State

Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st June, 2015 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI [except Sub-Section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following areas in the State of Kerala namely:—

Revenue Village of Panjal in Thalappilly Taluk of Thrissur District.

[No. S-38013/38/2015-SS-I]

AJAY MALIK, Under Secy.

नई दिल्ली, 21 मई, 2015

का.आ. 1093.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उप-धारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 01 जून, 2015 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय-5 और 6 [धारा-76 की उप-धारा-(1) और धारा 77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है] के उपबंध केरल राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात्:

रेवेन्यु विल्लेज - मण्णूर, तालुक - पालक्काड, जिला - पालक्काड।

[सं. एस-38013/39/2015-एसएस-I]

अजय मलिक, अवर सचिव

New Delhi, the 21st May, 2015

S.O. 1093.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st June, 2015 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI [except Sub-Section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following areas in the State of Kerala namely:—

Revenue Village of Mannur in Palakkad Taluk of Palakkad District.

[No. S-38013/39/2015-SS-I]

AJAY MALIK, Under Secy.

नई दिल्ली, 21 मई, 2015

का.आ. 1094.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उप-धारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 01 जून, 2015 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व

45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय-5 और 6 [धारा-76 की उप-धारा-(1) और धारा 77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है] के उपबंध केरल राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात्:

रेवेन्यु विल्लेज - ब्रह्मकुलम, तालुक - चावक्काड, जिला - तृशूर।

[सं. एस-38013/40/2015-एसएस-I]

अजय मलिक, अवर सचिव

New Delhi, the 21st May, 2015

S.O. 1094.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st June, 2015 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI [except Sub-Section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following areas in the State of Kerala namely:—

Revenue Village of Brahmakulam in Chavakkad Taluk of Thrissur District.

[No. S-38013/40/2015-SS-I]

AJAY MALIK, Under Secy.

नई दिल्ली, 21 मई, 2015

का.आ. 1095.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उप-धारा - (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 01 जून, 2015 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय-5 और 6 [धारा-76 की उप-धारा-(1) और धारा 77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है] के उपबंध केरल राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात्:

रेवेन्यु विल्लेज - तय्यूर, तालुक - तलप्पिल्ली, जिला - तृशूर।

[सं. एस-38013/41/2015-एसएस-I]

अजय मलिक, अवर सचिव

New Delhi, the 21st May, 2015

S.O. 1095.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st June, 2015 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI [except Sub-Section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into

force] of the said Act shall come into force in the following areas in the State of Kerala namely:—

Revenue Village of Thayyur in Thalappilly Taluk of Thrissur District.

[No. S-38013/41/2015-SS-I]

AJAY MALIK, Under Secy.

नई दिल्ली, 21 मई, 2015

का.आ. 1096.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उप-धारा-(3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 01 जून, 2015 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय-5 और 6 [धारा-76 की उप-धारा-(1) और धारा-77, 78, 79 और 81 के सिवाय जो पहले से प्रवृत्त की जा चुकी है] के उपबंध केरल राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात्:

रेवेन्यु विल्लेज-तंगलूर, तालुक-तृशूर, जिला- तृशूर।

[सं एस-38013/42/2015-एसएस-I]

अजय मलिक, अवर सचिव

New Delhi, the 21st May, 2015

S.O. 1096.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st June, 2015 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter V and VI [except Sub-Section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following areas in the State of Kerala namely:—

Revenue Village of Thangalur in Thrissur Taluk of Thrissur District.

[No. S-38013/42/2015-SS-I]

AJAY MALIK, Under Secy.

नई दिल्ली, 21 मई, 2015

का.आ. 1097.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उप-धारा-(3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 01 जून, 2015 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय-5 और 6 [धारा-76 की उप-धारा-(1) और धारा-77, 78, 79 और 81 के

सिवाय जो पहले से प्रवृत्त की जा चुकी है] के उपबंध केरल राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात्:

रेवेन्यु विल्लेज-तंगलूर, तालुक-तृशूर, जिला- तृशूर।

[सं एस-38013/43/2015-एसएस-I]

अजय मलिक, अवर सचिव

New Delhi, the 21st May, 2015

S.O. 1097.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st June, 2015 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter V and VI [except Sub-Section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following areas in the State of Kerala namely:—

Revenue Village of Thangalur in Thrissur Taluk of Thrissur District.

[No. S-38013/43/2015-SS-I]

AJAY MALIK, Under Secy.

नई दिल्ली, 21 मई, 2015

का.आ. 1098.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उप-धारा-(3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 01 जून, 2015 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय-5 और 6 [धारा-76 की उप-धारा-(1) और धारा-77, 78, 79 और 81 के सिवाय जो पहले से प्रवृत्त की जा चुकी है] के उपबंध केरल राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात्:

रेवेन्यु विल्लेज-पावरट्टी, तालुक-चावक्काड, जिला-तृशूर।

[सं एस-38013/44/2015-एसएस-I]

अजय मलिक, अवर सचिव

New Delhi, the 21st May, 2015

S.O. 1098.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st June, 2015 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter V and VI [except Sub-Section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into

force] of the said Act shall come into force in the following areas in the State of Kerala namely:—

Revenue Village of Paveratty in Chavakkad Taluk of Thrissur District.

[No. S-38013/44/2015-SS-I]

AJAY MALIK, Under Secy.

नई दिल्ली, 21 मई, 2015

का.आ. 1099.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उप-धारा-(3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 01 जून, 2015 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय-5 और 6 [धारा-76 की उप-धारा-(1) और धारा-77, 78, 79 और 81 के सिवाय जो पहले से प्रवृत्त की जा चुकी है] के उपबंध तेलंगाणा राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात्:

“तेलंगाणा राज्य के महबूबनगर जिले के जड़चरला मंडल में आने वाले राजस्व गांवों की सीमा के अंतर्गत क्षेत्र-जड़चरला, बाड़ेपल्लि, माचारम, गोल्लापल्ली, बुरेडुडीपल्ली, मल्लेबोइनपल्ली, नागासाला, पोलेपल्लि, कोरमपेट, शंकरायपल्ली तथा भूतपुर मंडल के शेरिपल्ली (बी) और महबूबनगर मंडल के अप्पननापल्ली”

[सं एस-38013/45/2015-एसएस-I]

अजय मलिक, अवर सचिव

New Delhi, the 21st May, 2015

S.O. 1099.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st June, 2015 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter V and VI [except Sub-Section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following areas in the State of Telangana namely:—

"All the areas falling within the limits of Revenue Villages of Jadcherla, Badepaly, Macharam, Gollapally, Bureddypally, Malleboinpaly, Nagasala, Polepally, Lurampet, Shankaraipally of Jadcherla Mandal, Sheripaly (B) of Bhoothpur Mandal and Appannapaly of Mahaboobnagar Mandal of Mahaboobnagar district of Telangana State."

[No. S-38013/45/2015-SS-I]

AJAY MALIK, Under Secy.

नई दिल्ली, 21 मई, 2015

का.आ. 1100.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उप-धारा-(3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 01 जून, 2015 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय-5 और 6 [धारा-76 की उप-धारा-(1) और धारा-77, 78, 79 और 81 के सिवाय जो पहले से प्रवृत्त की जा चुकी है] के उपबंध केरल राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात्:

रेवेन्यू विल्लेज-किरालूर, तालुक-तलापिल्ली, जिला- तृशूर।

[सं एस-38013/46/2015-एसएस-I]

अजय मलिक, अवर सचिव

New Delhi, the 21st May, 2015

S.O. 1100.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st June, 2015 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter V and VI [except Sub-Section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following areas in the State of Kerala namely:—

Revenue Village of Kiralur in Thalappilly Taluk of Thrissur District.

[No. S-38013/46/2015-SS-I]

AJAY MALIK, Under Secy.

नई दिल्ली, 18 मई, 2015

का.आ. 1101.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार टाटा स्टील लिमिटेड के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नं० 1, धनबाद के पंचाट (संदर्भ संख्या 38/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18/05/2015 को प्राप्त हुआ था।

[सं एल-20012/249/2003-आईआर (सी-I)]

एम० के० सिंह, अनुभाग अधिकारी

New Delhi, the 18th May, 2015

S.O. 1101.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award Ref. 38/2004 of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Dhanbad as shown in the Annexure, in the

industrial dispute between the management of M/s. Tata Steel Limited and their workmen received by the Central Government on 18/05/2015.

[No. L-20012/249/2003-IR(C-I)]

M. K. SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD,

REFERENCE NO. 38/2004

In the matter of reference U/S 10(1)(d)(2A)
of I.D. Act, 1947.

Parties:

Employer in relation to the management of 6&7 Pits,
Tata Steel Limited.

AND

Their workmen

Present :

Sri R.K. Saran, Presiding Officer

Appearances:

For the Employers : Shri D.K. Verma, Advocate

For the workman : None

State : Jharkhand

Industry : Coal

Date 6/4/2015

AWARD

By order No. L-20012/249/2003/IR (C-I) dated 26/4/2004 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of section 10 of the Industrial Disputes Act, 1947 referred the following dispute for adjudication to this Tribunal:

SCHEDULE

"Whether the demand of the RCMS from the management of Tisco 6 & 7 Pits colliery to declare Shri Pyare Mahato unfit on medical grounds and to provide employment to his dependent son Shri Dileshwar Yadav is justified? If not, to what relief is the concerned workman entitled?"

2. After receipt of the reference, both parties are noticed. But appearing for certain dates, subsequently no steps taken by the workman. Case remain pending. It is felt that the disputes between the parties have been resolved in the meantime. Hence No Dispute Award is passed. Communicate.

R. K. SARAN, Presiding Officer

नई दिल्ली, 18 मई, 2015

का.आ. 1102.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बीसीसीएल के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, धनबाद के पंचाट (संदर्भ संख्या 179/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18/05/2015 को प्राप्त हुआ था।

[सं. एल-20012/239/2001-आईआर (सीएम-1)]

एम० के० सिंह, अनुभाग अधिकारी

New Delhi, the 18th May, 2015

S.O. 1102.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award Ref. 179/2001 of the Central Government Indus. Tribunal-cum-Labour Court No. 1, Dhanbad as shown in the Annexure, in the industrial dispute between the management of M/s. BCCL and their workmen, received by the Central Government on 18/05/2015.

[No. L-20012/239/2001-IR (CM-I)]

M.K. SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 1), DHANBAD

In the matter of reference U/S 10(1)(D)(2A)
of I.D. Act, 1947.

Ref. No. 179/2001

Employers in relation to the management of Block II area
of M/S BCCL

AND

their workmen

Present :

Sri Ranjan Kumar Saran, Presiding Officer

APPEARANCE:

For the Employers : Shri D.K. Verma, Advocate

For the workman : Shri N.G. Arun, Advocate

State : Jharkhand

Industry : Coal

Date 13/3/2015

AWARD

By order No. L-20012/239/2001 IR (CM-I) dated 10/8/2001 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of

sub-section (1) and sub-section (2A) of section 10 of the Industrial Disputes Act, 1947 referred the following dispute for adjudication to this Tribunal:

SCHEDULE

"Whether the demand of the RCMS for providing employment to the son-in-law of Late Shraswati Nonia No. 3 on compassionate ground is legal and justified? to what relief the applicant entitled?"

2. The case is received from the Ministry of Labour on 10.09.2001. After receipt of the reference, both parties are noticed. The Sponsoring Union files their written statement on 16.10.2001. Thereafter the management files their written statement-cum-rejoinder on 06.08.2002. Rejoinder and document also filed by the parties. The workman adduced one witness as WW-1 and the workman also marked the document as W-1 to W-10.

3. The claimant claims job as he is the dependant's son-in-law of the deceased workman as per NCWA. But getting a job is not a matter of right but the person who is in harness to get.

4. In this case no evidence led regarding harness, whatever may be the situation the workman died in the year 1999, now it is 2015. By now there would not have been any harness, as no evidence led no he is cross examined.

5. Considering the facts and circumstances of the case, I hold that, the demand of RCMS for providing employment to the son-in-law of Late Shraswati Nonia No. 3 on compassionate ground is not justified, therefore the claim for job is refused.

This is my award.

R.K. SARAN, Presiding Officer

नई दिल्ली, 18 मई, 2015

का.आ. 1103.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार जेसीएम के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, धनबाद के पंचाट (संदर्भ संख्या 88/1998) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18/05/2015 को प्राप्त हुआ था।

[सं. एल-20012/686/1997-आईआर (सी-I)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 18th May, 2015

S.O. 1103.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award Ref. 88/1998 of the Central Government Industrial Tribunal-cum-Labour

Court No. a, Dhanbad as shown in the Annexure, in the industrial dispute between the management of M/s. JCM and their workmen, received by the Central Government on 18/05/2015.

[No. L-20012/686/1997-IR (C-I)]

M.K. SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 1), DHANBAD

In the matter of reference U/S 10(1)(d)(2A) of
I.D. Act, 1947

Ref. No. 88/1998

Employer in relation to the management of Jagdamba
Coke Manufacturing Enterprises, Govindpur

AND

Their workmen

Present :

Sri Ranjan Kumar Saran, Presiding Officer

Appearances :

For the Employers : Shri U.N. Lall, Advocate

For the workman : Sri R.A. Chamaria, Advocate

State : Jharkhand

Industry : Coal

Date 12/3/2015

AWARD

By order No. L-20012/686/1997/IR (C-I) dated 10/09/1998 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of section 10 of the Industrial Disputes Act, 1947 referred the following dispute for adjudication to this Tribunal:

SCHEDULE

"Whether the action of the management of M/s. Jagdamba Coke manufacturing Enterprises, Rundi Road, P.O. Govindpur, Dhanbad in dismissing Shri Kedar Nath Mahto S/o Lata Ganpat Mahto is legal If not, to what relief is the concerned workman entitled?"

2. The case is received from the Ministry of Labour on 21.09.1998. After receipt of the reference, both parties are noticed. The workman files their written statement on 16.11.1998. Thereafter the management also files their written statement-cum-rejoinder on 31.05.2000. Rejoinder and document also filed by the parties. Both side adduce one witness each on Preliminary point. But the management

also adduce one witness on merit. Document marked by the management as M-1 to W-9.

3. In this case the workman was dismissed on the ground absenteeism. The workman was a permanent employee and his past record was good. Due to absenteeism a departmental enquiry conducted and the workman was dismissed. But before this Tribunal the domestic enquiry was held not fair and proper.

4. Though the management examined a witness he was not stated any misconduct of workman except absenteeism. Hence the order of dismissal is disproportionate.

5. Considering the facts and circumstances of the case, I hold the action of management of M/s. Jagdamba Coke manufacturing Enterprises, Tundi Road, P.O. Govindpur, Dhanbad in dismissing Shri Kedar Nath Mahto S/o Late Ganpat Mahto is not Proportionate & justified. Accordingly the workman be reinstated atonce and he is retired by now, Hence he be not given any back wages, as per no work no pay theory. He be granted other superannuation benefits.

This is my award.

R. K. SARAN, Presiding Officer

नई दिल्ली, 18 मई, 2015

का.आ. 1104.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बीसीसीएल के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नं. 1, धनबाद के पंचाट (संदर्भ संख्या 08/2014) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18/05/2015 को प्राप्त हुआ था।

[सं. एल-20012/64/2013-आईआर (सीएम-1)]

एम० के० सिंह, अनुभाग अधिकारी

New Delhi, the 18th May, 2015

S.O. 1104.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 08/2014) of the Central Government Indus. Tribunal-cum-Labour Court No. 1, Dhanbad as shown in the Annexure, in the industrial dispute between the management of M/s. BCCL and their workmen, received by the Central Government on 18/05/2015.

[No. L-20012/64/2013-IR (CM-I)]

M.K. SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 1), DHANBAD

In the matter of reference U/s 10(1)(d)(2A)
of I.D. Act, 1947

Ref. No. 08/2014

LOK ADALAT

Parties:

Employers in relation to the management of W.W. Zone,
Mahuda M/s. BCCL

AND

Their workmen

Present :

Sri Ranjan Kumar Saran, Presiding Officer

Appearances :

For the Employers : Shri D.K. Verma, Advocate

For the workman : Shri K.N. Singh, Advocate

State : Jharkhand

Industry : Coal

Date 1/4/2015

AWARD

By Order No. L-20012/64/2013-IR (CM-I) dated 30/12/2013 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of section 10 of the Industrial Disputes Act, 1947 referred the following dispute for adjudication to this Tribunal:

SCHEDULE

"Whether the action of the management of W.W. Zone Mahuda of M/s. BCCL in denying employment to Smt. Asgari Khatoon, dependant wife of Late Naushad Alam (After got medically examined and declared fit for job) under the provisions of NCWA is fair and justified? To what relief the dependant wife of late Naushad Alam is entitled to?"

2. The case is received from the Ministry of Labour on 16.01.2014. After receipt of the reference both parties are noticed. The sponsoring union files their written statement on 25.02.2014.

3. Short point to be decided, as to whether the widow, who has been declared as medically unfit to be appointed under NCWA or not.

4. This case is taken of at Lok-Adalat, in which the management agree to give employment to any of the LR of deceased workman in employment.

5. The deceased wife is to get a job. But when she is found medically unfit her son Md. Alamgir @ Md. Alam be taken into job to save the family from harness.

This is my award

R. K. SARAN, Presiding Officer

नई दिल्ली, 18 मई, 2015

का.आ. 1105.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार गेल के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/ श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या 192/1996) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18/05/2015 प्राप्त हुआ था।

[सं० एल-30012/22/1996-आईआर (सी-I)]

एम० के० सिंह, अनुभाग अधिकारी

New Delhi, the 18th May, 2015

S.O. 1105.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 192/1996) of the Cent. Govt. Indus. Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure, in the industrial dispute between the management of M/s. GAIL and their workmen, received by the Central Government on 18/05/2015.

[No. L-30012/22/1996-IR (C-I)]

M.K. SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

No. CGIT/LC/R/192/96

Genral Secretary,
LPG Udyog Mazdoor Union (CITU),
Shukla Bhawan (Sadan),
New Road, Guna (MP)

...Workman/Union

VERSUS

Executive Director,
Gas Authority of India Ltd.,
Vijaypur, Guna (MP)

...Management

AWARD

Passed on this 25th day of March, 2015

1. As per letter dated 1-10-1996 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section-10 of I.D. Act, 1947 as per Notification No. L-30012/22/96-IR(C-I). The dispute under reference relates to:

"Whether the demand of the Union that the contractors engaged by M/s. GAIL, Vijaypur, Guna are sham or not genuine is justified? If so, to what relief are the workmen engaged through these contractors entitled?"

2. After receiving reference, notices were issued to the parties. Ist party union filed statement of claim at Page 7/21. Case of Union is that it is registered under Trade Union act 1926 bearing Registration No. 4114 dated 25-9-90. IInd party GAIL is undertaking of Government of India is fully controlled and financed by Union of India. IInd party carries industry of extracting natural gas etc. for consumption of industries of general Public. IInd party has got LPG plant at Birjapur, Distt. Guna. Said plant was established in the year 1989. IInd party employs more than 200 contract labours through contractors. The details given in para-4 of statement of claim. It is further submitted that Union could get names of the contractors and number of employees from information received from staff of IInd party. That IInd party engaged contractor that with a view to deprive workman working under contractors of benefit available to its employees. Ratio held by Apex court in case of Gujarat Electricity Board versus Hind Mazdoor Sabha reported in 1995 LAB IC 2207 is not implemented by IInd party. IInd party is authority under Article 12 of the constitution. That work done through contractors is regular part of the industry of IInd party. That the work carried by IInd party through contractors is of perennial nature and is of sufficient duration. That the workers are infact the workers of employees/IInd party.
3. That Ist party Union had served notice of demand of IInd party. Conciliation was started. No settlement was arrived between parties. The dispute has been referred. The Ist party reiterates that workers of contractors was engaged workers of IInd party. Workers are entitled to get all benefits of regular employees. That the contracts are not genuine but contracts are sham. Contracts are executed with malafide motive to deprive works given to regular employees under different labour laws. The workers working under different contractors for several years. The services of workmen are terminated. IInd party deliberately delayed conciliation proceeding so that the workers may not get any interim order. The biggest contractor was Indu Engineering Services which had employed 67 workers. The services were terminated w.e.f 15-7-96 on pretext that contract period with IInd party was over, no retrenchment compensation was paid, bonus was not paid. Contractors did not deposit contribution of PF in office of Regional PF Commissioner, Surat. The amount of PF has not been paid to the workers.

Amount of EL was not paid to the workers. Workers engaged by other contractors were also not given such benefits.

4. It is submitted that Indu Engineering Services was engaged by IInd party for the work of loading, unloading, 55 workers were engaged for loading unloading works in the Railway tracks. Some of the workers of Indu Engineering services were engaged at the store house of LPG Gas. Some workers were engaged at IG Plant and Cooling Tower which are essential part of industry. Safai Kamgar Sahkari Samiti was performing the essential duties of cleaning the plant. Said portion was essential part of industry of IInd party. It cannot be denied that maintenance is essential part of industry. Other contractors were performing miscellaneous work.
5. IInd party filed Written Statement at Page 35 to 57 opposing claim of Union. Preliminary submissions are raised that IInd party is known as Gas Authority of India Ltd. (GAIL). In view of automated nature of operations, requirement of regular manpower is very limited for running the plant. For carrying out operations, only highly specialized personnel with technical qualifications and experience are deployed. The establishment of LPG plant Vijaypur is registered under the CL (R&A) Act. The contractors employed 20 or more persons who possess valid licence specified under the Act. That IInd party being principal employer had complied with statutory provisions. The contracts are valid and genuine. That engagement of contract labour under the contract is permissible except in the activities which are prohibited by the Appropriate Government under Section 10 of the Act. That contract system is not illegal as per the Act. The contract Labour (R&A) Act does not declare all contract labours illegally. No notification prohibiting abolition of any operation process or contract has been issued by Central Government unless such notification issued following procedure under Section 10 of the Act. IInd party has right to enter into agreement or make arrangements for contract labours through the contractors. The contracts awarded to various contractors adhering to the CL(R&A) Act are proper and legal. Contractors engaged their own workman who work under control and supervision of contractors. The management of IInd party has nothing to do with the claimants, there is no employer employee relationship between IInd party and contract labours.
6. That reference is made without application of mind. The contract labours who raised dispute are employees of 9 independent organizations. The contractors are not impleaded as party to reference

therefore reference is bad. That all the contract labours were engaged by contractor to fulfill the terms of contract. The contract labours are covered by terms and conditions accepted by the contractors. IInd party has no role to play. The transfer of employees from contractor to other employer is not permissible.

7. W.r.t. ratio held in case of Gujarat State Electricity Board versus Gujarat Mazdoor Sabha has held that industrial dispute can only be raised by the direct workman of the Principal Employer and not by the contract labour. In present case, dispute is not raised by direct employee of Principle employer therefore reference deserves to be rejected.
8. IInd party further submits that in LPG Udyog, work is carried by contract labours and not by the direct employees of IInd party. It is reiterated that there is no employer employee relationship. That IInd party is not controlled by Union of India. Govt. of India holds only 67% of total capital. That IInd party has not directly engaged in labours for carrying out various preferential activities, IInd party entered into separate agreements/contracts. All the contracts are genuine. Contractors might have engaged some labour for carrying out their contractual obligation. Management of IInd party is not aware about the number of labours engaged by respective contractors. He submitted that contract labour were working under supervision, control of the contractors. It is reiterated that all contractors engaging more than 20 labours were holding licence under CL(R&A) Act, 1970. Engagement of contract is legal. Contract labours were not engaged in prohibited activities/operations, any such notification is not issued by appropriate Government. The contracts were given after publication in news paper through limited tender following the procedure. That 1st party Union has made allegation of mala fide motive. The allegations are false. The activities undertaken by contractors are intermittent, non perennial in nature. IInd party submits that activities of contract labours are not prohibited. On such ground, IInd party prays for rejection of claim.
9. Considering pleadings on record, the points which arise for my consideration and determination are as under. My findings are recorded against each of them for the reasons as below:—
 - (i) Whether the demand of the Union that the contractors engaged by M/S GAIL, Vijaypur, Guna are sham or not genuine is justified? In Negative

- (ii) If not, what relief the workman is entitled to?" Workmen are not entitled to any relief.

REASONS

10. The terms of reference pertains to demand of Union that engagement of contractors by M/s GAIL is sham or not genuine. The terms of reference does not include legality of termination of any contract labour, non-payment of PF, Bonus etc. the contentions raised in statement of claim by Ist party Union w.r.t. termination of services of contract labours, non-payment of PF, bonus are clearly beyond the terms of reference. Ist party Union has contented that IInd party engaged contractors to avoid benefits of regular employees to be employees engaged through the contract labours. The contracts are not genuine.
11. Ist party Union has produced documents Exhibit W-1 to W-15. Document No. W-1 to W-12 relates to the demands of Union and its consideration in the meetings. In any of those document, there is not reference as to who was paying salary, who was controlling contract labours engaged and supervision of their work. Exhibit W-13, 13-A, 3-B are letters issued by ALC, Bhopal w.r.t. the conciliation proceedings. Exhibit W-14 letters given by Indu Engineering to Brij Kishore about transfer of his service to other site of Indu Engineering services. Exhibit W-15 is list of employees engaged by different contractors and wages paid to them.
12. Turning to the evidence of witnesses of Ist party Union, affidavit of Shri Om Prakash Soni, Dr. Vishnu Sharma, Suresh Saini, Raghuvir Singh Kushwah filed are almost identical. That establishment of IInd party is undertaking of Govt of India. More than 200 contract labours are engaged, Identity Card are issued to contract labours. The documents about engaging contract labours are produced. That contract for long period shows that the employees are not of contractor but of the IInd party. The contractors are engaged to deny benefits of regular employees under labour laws. That services of contract labours terminated, PF is not deposited in office of PPF Commissioner. Work of loading, unloading is carried by contract labours. The contract labours are not paid arrears of wages, regular pay, bonus. As stated above the terms of reference are silent about above demands narrated in affidavit of evidence. Shri Omprakash in his cross-examination says in 1995 Union demand that the work was of perennial nature. Documents about oral settlements before Labour Commissioner are produced. He says he passed 8th standard. No notice for recruitment of staff was published in newspaper by the management. That out of 12 companies, presently 5-6 companies are working. Except the present

reference, there is no dispute between employees and contractor. That MP Labour Inspector comes for inspection to establishment of IInd party as well as contractors. Employees are paid more than minimum wages. From evidence of Dr. Vishnu Sharma, the documents Exhibit W-5 to W-15 have been proved. Those documents are discussed Supra. Dr. Vishnu Sharma in his cross says that in application submitted by him to the management, he did not allege that the contracts were bogus rather he claimed that work was of perennial nature. In Para 36 of his cross examination, witness says in 1990, he received information that the contractors were bogus but he did not raise said point in lieu of his representations. That the contractors were bogus. In document W-15 the name of contractor appearing in it, the wages are paid by said contractor to its labours. He further says that he knows about educational qualification. He says that he has not produced any document, that leave be granted by management. In Para 40 of his cross-he says he did not work in the establishment of IInd party. He is not having any gate pass therefore he could not enter the establishment of IInd party.

13. Shri Suresh Saini in his cross says that in his affidavit, he has not stated that he was working under contractor. His affidavit was prepared by Union President. Since last 15 years, he was not working with any contractor. Earlier he was not working with the contractor of IInd party. After strike of labours, management prepared documents about contractors. He had studied up to 5th standard. He has not brought his Original I Card. That he has no dispute with any of the contractors. Presently IInd party is using vehicles on hire. He claims ignorance whether IInd party was having its own vehicle when he was working in the establishment. He was not given appointment letter. He is not having any document about payment of wages, the wages were paid as per attendance register. He didnot meet with any contractors. The contractor Shital Prasad is from Gwalior. Since past 15 years, he has no knowledge about any of the contractors.
14. Witness Raghuvir Singh Kushwah in his cross-examination says he was working under contractor for 20-22 years. Appointment letters were issued by contractor. On its basis, security pass was issued by IInd party. The contractor is paying prescribed wages deducting the contribution of PF. That he was working under the contractor Shital Prasad. He has no dispute with the contractor Shital Prasad. The contract was given to Shri Prasad after publication. Earlier he was working in Indu Engineering Service. Presently any work is not carried by said Indu Engineering Contractor. In para-28 of his cross examination, he admits that contracts given to Shital

Prasad is not bogus. The contract given by IInd party to the contractors complete their work and leave. That Registration Certificate of Union is not produced. Presently he is elected as Secretary of Union but no documents are produced. That he had not submitted any application that the contractors were bogus. He had not challenged that contractor Shital Prasad was bogus. In his further cross, he says that he was working 30 days in a month. He was paid wages for 26 days. IInd party has not issued appointment letter to him. He not submitted any application to IInd party for employment. For past 21 years, he was working in Indu Engineering Services and contractor Shital Prasad. During past 18 years, he was working under Shital Prasad.

15. Management filed affidavit of witness Shri Sham Sunder Kondawathini supporting contentions of IInd party. Contractors engaged by IInd party. At present contractors Prakash construction, safai Karmchari Sahkari Samini, ACR contractor etc. are not doing any work. This witness in his cross-examination says the contractor shown in W-15 was carrying work of loading unloading. Presently those persons are doing the work cleaning, sweeping. He denies that work of loading, unloading, sweeping are regular works of IInd party establishment. He denied that attendance of the employees represented by Union was maintained by the management of IInd party. It is denied that contract labours were working under supervision of officers of IInd party. He claims ignorance about agreement M-2 to M-5. In his further cross, he says that when representative of contractor remained present while contract labours are carrying their work.
16. Management filed affidavit of Shri Rajesh Jain contractors. He says that he was working as contractor for about 20 years at plant of IInd party. Work of loading unloading etc. was carried by contractor Shital Prasad. Any person cannot enter the plant without permission of management. The labours engaged by him were issued pass. The CIF is entrusted Security of plant. The work above Rs.50 Lakh are given by tender. The contract labours are given benefits of leave, PF, bonus, medical facilities etc. In his cross-examination this witness says after completion of contract period, advertisement was issued following tenders. Since past 20 years, he was continuously getting contract. He was carrying the work as per contract.
17. Evidence of witness Shri Ashish Dadel is on the point of calling tenders for contracts of the work of repairs, cleaning, loading unloading etc. In his cross-examination, this witness says he is not knowing the

employees presently related to the dispute. He claims ignorance about the work of loading unloading, payment of wages to employees engaged on such work.

18. As stated above, the terms of reference does not cover the point of non-payment of wages, bonus, PF etc.
19. Document W-16 is about verification of payments of wages to Shri Ramgopal Noda for the month of May 96. Exhibit W-17 is certificate of competency issued for minor competency to Shri Gopilal Mani on 3-5-97. Those documents have no direct bearing to establish that the contracts between IInd party and the contractor are bogus and camouflage.
20. Counsel for Ist party Shri Rajesh Chand during course of argument submits that contract works continuously worked. Work is of permanent nature. Workmen are still working they should be treated as permanent employee of IInd party. He also referred to documents Exhibit W-14(a), 15, 16, 17 and emphasized that employees working under Exhibit W-18-1 to 3 as contract labours are continuously working. He also referred to the evidence of management's witness Shri Rajesh Kumar Jain, Sham Sunder and emphasized that the work carried by contract labour is of permanent nature.
21. Learned counsel for IInd party Shri P. Jain submits that contractors are not impleaded as parties. Management's witness Shri Rajesh Kumar not asked about contractors were bogus. Union has not produced registration certificate. So far as non-production of Union certificate does not go through the route of the matter as the dispute was raised by Union itself and documents Exhibit W-1 to W-12. The demand of Union are produced on record.
22. Learned counsel relied on ratio held in case of "Ram Singh and others *versus* Union Territory reported in 2004(1) SCC 126. Their Lordship of the Apex Court dealing with determination of employer employee relationship. Multiple pragmatic approach is stressed. Factors to be considered *inter alia* are (i) control, (ii) integration, (iii) power of appointment and dismissal, (iv) liability to pay remuneration and deduct insurance contributions, (v) liability to organize the work and supply tools.

The evidence of the witnesses of Ist party is not cogent on any of those points that the contract labours engaged or were appointed by IInd party. They were dismissed by IInd party. The work of supplying tools to contract labours were made by IInd party. It is surprising to say that evidence adduced by Union is lacking on above points.

In case of Charan Singh *versus* Presiding Officer, Industrial Tribunal cum Labour Court reported in 2014-LLR-747. Their Lordship of Punjab and Haryana High Court, it was observed that workman was employee of the contractor. Workman had not produced any independent evidence in support of his claim. Workman did not implead the contractor. Hence workman is not entitled to claim any relief from the management.

In case of Ghisa Khan *versus* Labour Court and Industrial Tribunal, Ajmer and another reported in 2014-LLR 753. Their Lordship of Rajasthan High Court held workman neither impleaded the contractor as a party nor moved any application for summoning the relevant records to prove his case on summoning the contractor as witness. Labour Court held him to be employed by the contractor and not by employer was upheld.

In case of Pradumn Singh *vrs* Shiv Raj Singh reported in ILR 2014(MP) 424. Their Lordship held affidavit prepared by counsel and the witness merely signing it. It can be inferred that statement produced on behalf of witness is not his actual statement.

Ratio held cannot be applied to present case as all the witnesses of Ist party cannot be said that they had only signed the affidavits without knowing the contents.

In case of International Airport Authority of India *versus* International Air Cargo Workers Union reported in AIR 2009 SC-3063. Their Lordship of the Apex court dealing with production of Section-10 of Contract Labour (R&A) Act. Their Lordship held plea that contract is sham, nominal and merely a camouflage to deny employment benefits to the employees and that there is in fact a direct employment by playing tests like who pay the salary, who has the power to remove/dismiss from service or initiate disciplinary action, who can tell the employees the way in which the work should be done, in short who has direction and control over the employees.

The evidence of Union is not devoted on any of such points, not devoted that IInd party was having control over the employees engaged by contractors.

23. Ist party counsel relied on ratio held in case of—

Steel Authority of India Ltd and others *versus* National Union Waterfront workers reported in 2001(7)SCC-1. In para 125 of the judgment their Lordship outlined the above discussions considering the ratio held in various cases.

In Para-3 neither section 10 of the CLRA Act nor any other provision in the Act whether expressly or by necessary implication, provides for automatic

absorption of contract labour on issuing a notification by the appropriate Government under Sub-Section (1) of Section 10 prohibiting employment of contract labour in any process operation or other work in any establishment. Consequently, the principal employer cannot be required to order absorption of the contract labour working in the establishment concerned.

In Para-5 on issuance of notification under Section 10(1) of the CLRA Act is not issued by Central Govt. Point needs no discussion.

Para 6- Their Lordship contented if the contract is found to be genuine and prohibition notification under Section 10(1) of the CLRA Act in respect of the establishment concerned has been issued by the appropriate Government, prohibiting employment of contract labour in any process, operation or other work of any establishment and where in such process, operation or other work of the establishment the principal employer intends to employ regular workmen, he shall give preference to the erstwhile contract labour, if otherwise found suitable and, if necessary by relaxing the condition as to maximum age appropriately, taking into consideration the age of the workers at the time of their initial employment by the contractor and also relaxing the condition as to academic qualifications other than technical qualifications.

As such demand is not raised by Union. Therefore demand of Union cannot be allowed.

24. Learned counsel for IInd party also relies on ratio held in case of employers in relation to management of Madan Pal Singh *versus* State of UP reported in AIR 2000-SC-537. I have carefully gone through those judgments and found the ratio cannot be applied to present case at hand.

Counsel for 1st party Shri Rajesh Chand relies on ratio held in case of Eastern Coalfields Ltd *versus* ALC(C), Raniganj and others reported in 2001-II-LLJ-1467. The ratio held in the case pertains to amendment of certificate of registration issued under TA of Contract Labour (R&A) Act.

The ratio held in case no bearing to the controversy between the parties. The facts of the case are entirely different. The ratio cannot be applied to case at hand.

25. To conclude, evidence adduced by Ist party is not sufficient to establish that contractors engaged by IInd party were sham and bogus. No notification under Section 10(1) of CL(R&A) Act were issued by the Central Government prohibiting any of the activities therefore demand of Union cannot be said

justified. For above reasons, I record my finding in Point No. 1 in Negative.

26. In the result, award is passed as under:—

- (1) The demand of the Union that the contractors engaged by M/S GAIL, Vijaypur, Guna is not justified and legal.
- (2) Contracts labours represented by Union are not entitled to any relief.

R.B. PATLE, Presiding Officer

नई दिल्ली, 18 मई, 2015

का.आ. 1106.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बीसीसीएल के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं० 1, धनबाद के पंचाट (संदर्भ संख्या 17/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18/05/2015 को प्राप्त हुआ था।

[सं० एल-20012/158/2004-आईआर (सी-1)]

एम० के० सिंह, अनुभाग अधिकारी

New Delhi, the 18th May, 2015

S.O. 1106.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 17/2005) of the Cent.Govt.Indus.Tribunal-cum-Labour Court, No. 1, Dhanbad as shown in the Annexure, in the industrial dispute between the management of M/s. BCCL and their workmen, received by the Central Government on 18/05/2015.

[No. L-20012/158/2004-IR(C-I)]

M. K. SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

In the matter of reference U/S 10(1) (d) (2A) of
I.D. Act, 1947

Reference No. 17 of 2005

Employer in relation to the management of Koyla
Bhawan of M/s. BCCL

AND

Their workman

Present :

Sri R. K. Saran, Presiding Officer

APPEARANCES:

For the Employers : Sri D. K. Verma, Advocate

For the workman : Sri D. Mukherjee, Rep.

State : Jharkhand

Industry : Coal

Dated 15/12/2014

AWARD

By Order No. L-20012/158/2004-IR (C-I) Dated 17/12/2004, the Central Govt. in the Ministry of Labour has, in exercise of powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal:

SCHEDULE

"Whether the demand of Bihar Colliery Kamgar Union from the management of M/s. BCCL, Koyla Bhawan for employment to Sri Bir Bahadur Tamang, the dependant son of late Puran Bahadur is justified? If so, to what relief is said Sri Bir Bahadur entitled?"

2. The case is received from the Ministry of Labour on 03.01.2005. After receipt of the reference, both parties are noticed, the Sponsoring Union/workman files their written statement on 01.02.2005. The management also files written statement-cum rejoinder on 14.09.2005. Both side adduce one witness each on their behalf.

3. The short point to be decided in this case as to whether the workman is entitled to job under the management after the death of his father.

4. The workman is admittedly the son of late Puran Bahadur. But the main objection is Puran Bahadur was never worked under BCCL management for a single day and as such his claim is declined. But the case is the father of the applicant alongwith others ordered to be regularized as per the judgment passed in WP(L) 4327/2001.

5. As per the said judgment, the management was processing to appoint the applicant's father and asked him to appear for medical test but the workman could not appear and thereafter he died. Had the workman appointed earlier, the question of his death may not have occurred. Had that been occurred, the present workman would have been absorbed in job.

6. Considering the facts and circumstances of this case. I hold that the demand of Bihar Colliery Kamgar Union from the management of M/s BCCL, Koyla Bhawan for employment to Sri Bir Bahadur Tamang, the dependant son of late Puran Bahadur is justified, Therefore if the applicant applies for job, his application be considered and he be given job after waiving formality.

This is my award.

R.K. SARAN, Presiding Officer

नई दिल्ली, 18 मई, 2015

का.आ. 1107.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मिनरल एक्सप्लोरेशन कॉर्पोरेशन लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं० 1, धनबाद के पंचाट (संदर्भ संख्या 32/2010) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18/05/2015 को प्राप्त हुआ था।

[सं० एल-20012/99/2009-आईआर (सीएम-1)]

एम० के० सिंह, अनुभाग अधिकारी

New Delhi, the 18th May, 2015

S.O. 1107.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 32/2010) of the Cent. Govt. Indus. Tribunal-cum-Labour Court No. 1, Dhanbad as shown in the Annexure, in the industrial dispute between the management of M/s. Mineral Exploration Corporation Limited and their workmen, received by the Central Government on 18/05/2015.

[No. L-20012/99/2009-IR (CM-I)]

M. K. SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 1), DHANBAD.

In the Matter of a Reference U/s 10(1) (D) (2A) of I.D. Act, 1947.

Ref. No. 32 of 2010

Employers in relation to the management of Mineral Exploration Corporation Ltd.

AND

Their workman.

Present :

Sri Ranjan Kumar Saran, Presiding Officer

APPEARANCES:

For the Employers. : Sri D.K. Verma, Advocate

For the workman. : Sri S.C. Gour, Advocate

State : Jharkhand. Industry : Coal.

Dated 25/3/2015

AWARD

By Order No. L-20012/99/2009 - IR (CM-I), dated 29/03/2010, the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal:

SCHEDULE

"(i) Whether the action of the management of Mineral Exploration Corporation Limited, Nagpur in retrenching the 25 workman (as per annexure) working at BCCL & CCL without obtaining prior permission of the conciliation Officer under Section 33(1)(a) of the I.D. Act 1947, before whom the conciliation proceedings were pending to justified and legal? (ii) To what relief are the workmen concerned entitled?"

ANNEXURE

List of workman in MECL

Sl. No.	Name	Father's Name	Designation
1.	Anil Kumar Singh	Late Ram Jee Singh	CAT-II
2.	Inamul Haque	Sri Hafizul Haque	CAT-I
3.	Rajib Ranjan Sinha	Sri Surendra Pd. Sinha	CAT-I
4.	Narendra Kumar Sinha	Late Basudeo Pd. Sinha	CAT-I
5.	Sunil Kumar	Sri Deo Kumar Sinha	CAT-I
6.	Rao Ranvijay Singh	Late Sakaldeo Singh	CAT-I
7.	Ghanshyam Kumar	Sri Sukhdeo Ram Nayak	CAT-II
8.	Anil Kumar Srivastava	Late Satay Narayan Prasad	CAT-II
9.	Sunil Kumar Sharma	Late Narayan Pd. Sharma	CAT-II
10.	Indrapal Singh	Balbair Singh	CAT-I
11.	K.P. Narayan	Lakshan Prasad	CAT-I
12.	B. Hansada	Sri Ghasiram Hansada	CAT-I
13.	S.K. Ram	Ram Bilash Ram	CAT-I
14.	A.K. Pandey	Ramjee Pandey	CAT-I
15.	Sanjay Kumar	Satrughan Pd. Sinha	CAT-I
16.	Satyajit Pradhan	Bansidhar Prasad	CAT-I
17.	Kallola Pradhan	—	CAT-II
18.	Manmohan Pandey	Sri R.N. Pandey	CAT-II
19.	Uttam Kr. Mahto	Sri S.K. Mahto	CAT-II
20.	Rajesh Kumar	Sri B.N. Lal	CAT-I
21.	Agam Kumar	Sri Amrendra Gung Bahadur	CAT-I
22.	Kenon Horo	Late Heran Horo	CAT-I
23.	R.C. Ghoshal	Sri B.K. Ghoshal	CAT-I
24.	Gopal Ji Prasad	Sri Janki Sahu	CAT-I
25.	S.K. Rai	R.Kl. Rai	CAT-I

2. The case is received from the Ministry of Labour on 08.04.2010. After receipt of reference, both parties are noticed, the workman files their written statement on 03.05.2010, and the management files their written statement-cum-rejoinder on 25.10.2010. The workman adduced two witnesses but the management adduced one witness. Workman marked document as Ext. W-1 to W-14 and the management marked document as Ext. M-1 to M-3/9.

3. The short point to be decided in this case, is whether the retrenchment of 25 nos. workman, while the conciliation proceeding is pending is fair and proper.

4. Admittedly the workman were engaged by the management for a temporary period as per their requirement. It is stated that when the requirement is over the management, retrenched them. But prior to that a conciliation proceeding was pending before ALC.

5. It is submitted by the management counsel that retrenchment of workman is no retrenchment and it is proper.

6. On the said question, this Tribunal do not express any opinion. But this Tribunal holds that, when the conciliation proceeding is pending, the management should have taken approval of the conciliation Officer or to intimate all fact to him before taking any action against them.

7. Therefore the action of the management violating section 33(1)(a) of the I.D. Act is improper, therefore before retrenchment the conciliation proceeding should have been finalized.

8. Considering the facts and circumstances of this case, I hold that the action of the management of Mineral Exploration Corporation Limited, Nagpur in retrenching the 25 workmen (as per annexure) working at BCCL & CCL without obtaining prior permission of the conciliation Officer under Section 33(1)(a) of the I.D. Act, 1947, is not legal. The management is a Central Govt. Organization, it may engage the workman any where they like in their organization as per the prevalent wage, but no back wages is allowed.

This is my award.

R. K. SARAN, Presiding Officer

नई दिल्ली, 25 मई, 2015

का.आ. 1108.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, आसनसोल के पंचाट संदर्भ संख्या (24/1999) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21/05/2015 को प्राप्त हुआ था।

[सं० एल-12012/470/98-आईआर (बी- I)]

सुमति सकलानी, अनुभाग अधिकारी

New Delhi, the 25th May, 2015

S.O. 1108.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 24/1999) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol as shown in the Annexure, in the industrial

dispute between the management of State Bank of India and their workmen, received by the Central Government on 21/05/2015.

[No. L-12012/470/98-IR(B-I)]

SUMATI SAKLANI, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ASANSOL

PRESENT:

Sri Pramod Kumar Mishra, Presiding Officer

REFERENCE NO. 24 OF 1999

PARTIES :

The management of State Bank of India,
Zonal Office, Burdwan

Vs.

Sri Hari Singh Gurung

REPRESENTATIVES:

For the Management : Sri A. Chakraborty, Ld. Adv.
SBI

For the union (Workman) : None

Industry : Bank

State : West Bengal

Dated : 29.04.2015

AWARD

In exercise of powers conferred by clause (d) of Sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), Govt. of India through the Ministry of Labour *vide* its letter No. L-12012/470/98-IR(B-I) dated 22.3.1999 has been pleased to refer the following dispute for adjudication by this Tribunal.

SCHEDULE

"Whether the action of the management of State Bank of India, Zonal Office, Region IV, Burdwan, in dismissing the services of Sri Hari Singh Gurung, Clerk, is legal and justified? If not, to what relief is the workman entitled?"

Having received the Order No. L-12012/470/98-IR(B-I) dated 22.03.1999 of the above said reference from the Govt. of India, Ministry of Labour, New Delhi for adjudication of the dispute, a reference case No. 24 of 1999 was registered on 30.03.1999 and accordingly an order to that effect was passed to issue notices through the registered post to the parties concerned directing them to appear in the Court on the date fixed and to file their written statements along with the relevant documents and a list of witnesses in support

of their claims. In pursuance of the said order notices by the registered post were sent to the parties concerned. Case called out. Both the parties are absent.

On perusal of the case record I find that the workman is neither appearing nor taking any step from 12.02.2007. registered notices were issued to him on 05.03.2009, 29.03.2010 and 18.11.2014 and after 12.02.2007, 14 dates have been granted to the workman but all in vain. Last notice issued on 18.11.2014 has come back with the remarks that the workman is dead. Since the workman is dead and none of his legal heir has appeared before the Court with any claim the case is closed and accordingly a "No Dispute Award" may be passed.

ORDER

Let an "Award" be and same is passed as no dispute existing. Send the copies of the order to the Govt. of India, Ministry of Labour, New Delhi, for information and needful. The reference is accordingly disposed of.

PRAMOD KUMAR MISHRA, Presiding Officer

नई दिल्ली, 25 मई, 2015

का.आ. 1109.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भोजपुर रोहतास ग्रामीण बैंक के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, धनबाद के पंचाट (संदर्भ संख्या 76/1993) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21/05/2015 को प्राप्त हुआ था।

[सं. एल-12012/93/93-आईआर (बी-1)]

सुमति सकलानी, अनुभाग अधिकारी

New Delhi, the 25th May, 2015

S.O. 1109.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 76/1993) of the Cent. Govt. Indus. Tribunal-cum-Labour Court No. 2, Dhanbad as shown in the Annexure, in the industrial dispute between the management of Bhojpur Rohtas Gramin Bank and their workmen, received by the Central Government on 21/05/2015.

[No. L-12012/93/93-IR (B-I)]

SUMATI SAKLANI, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2), AT DHANBAD

Present :

Shri Kishori Ram, Presiding Officer

In the matter of an Industrial Dispute under Section 10(1)(d) of the I.D. Act, 1947

REFERENCE OF 76 OF 1993

PARTIES :

The President,

Bhojpur Rohtas Gramin Bank Employees Association,
Mangal Pandey Road, Ara, Distt; Bhojpur (Bihar).

Vs.

The Chairman

Bhojpur Rohtas Gramin Bank,
Mangal Pandey Road, Ara, Distt.; Bhojpur (Bihar)

Order No. L-12012/93/93-IR(BI) dt. 27.5.1993.

APPEARANCES:

On behalf of the Workman/Union : Mr. B. Prasad,
Ld. Representative.

On behalf of the Management : Mr. V.N. Sahay.
LD. Adv.

State : Bihar

Industry : Banking

Dated, Dhanbad, the 21st April, 2015

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Sec. 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication *vide* their Order No. L-12012/93/93-IR (B-I) dt. 27.05.1993.

SCHEDULE

" Whether the action of the Management of Bhojpur Rohtas Gramin Bank in terminating the services of Shri Sunil Kumar *w.e.f.* 29.1.1989 is legal and justified? If not, to what relief the workman is entitled?"

2. Neither any representative for the Bhojpur Rohtas Gramin Bank Employees Association nor workman Sunil Kumar appeared. But Mr. K.R. Pd. Srivastava, the Manager (HRD) as the Authorized Representative for the OP/ Management of Bhojpur Rohtas Gramin Bank, Bhojpur is present. Mr. Srivastava, the Representative for the OP/ Management has moved the petition dt. 22.09.2014 filed on behalf of the Management for the closure of the case, as the claimant/the Union concerned has not appeared in this case for afresh hearing over the representative of Shri V.N. Sahay as the practicing Lawyer for the OP/Management in the term of Sec. 36 of the Industrial Dispute Act as directed by the Hon'ble High Court as per the order dt. 13.05.1999 passed in CWJC No. 8537 of 1998, Management of Bhojpur Rohtas Gramin Bank Vs. Union of India & Ors., by quashing impugned order dt. 16.04.1998 of the Tribunal in the instant Reference. Further Hon'ble High Court of Judicature at Patna was pleased to pass an order dt. 03.09.1999 setting aside the impugned order dt. 16.04.1999 of the Tribunal in respect

of other Reference No. 95/96 related to CWJC No. 8639 of 1998, with direction to the Tribunal to hear the parties over the question of authorization of Shri V.N. Sahay to represent the Management and pass afresh order on that issue after hearing both the parties.

In compliance with the Hon'ble Court's Order as noted above, which was final order of the Hon'ble High Court, three Regd. Notices dt. 20.12.2012, 10.04.2012 and lastly 04.08.2014 were issued to the President of the Union concerned on his addresses as noted in the reference itself for the purpose of hearing over the matter of issue over the representation/authorization of Shri V.N. Sahay to represent the Management. But neither the Union Representative nor workman Sunil Kumar appeared or responded to any of three Regd. Notices issued by the Tribunal. The Instant Reference relates to an issue over the termination of the services of the workman concerned.

Under these circumstances, the Union Representative and the workman concerned by their own conducts appear to be quite reluctant to contest the Reference case. They appear to have failed to appear before the Tribunal for hearing over the issue of authorization of Sri V.N. Sahay to represent the management under Sec. 36 of the I.D. Act, 1947. It resulted in long pendency of the instant Reference for an adjudication, for which neither the Union Representative nor the workman concerned has least concern with it. Hence the case is closed as No Industrial Dispute existent. Accordingly, an order of "No Dispute Award" is passed.

KISHORI RAM, Presiding Officer

नई दिल्ली, 25 मई, 2015

का.आ. 1110.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार उत्तर रेलवे के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, लखनऊ के पंचाट (संदर्भ संख्या 22/2010) प्रकाशित करती है, जो केन्द्रीय सरकार को 21/05/2015 को प्राप्त हुआ था।

[सं. एल-41011/127/2009-आईआर (बी-1)]

सुमति सकलानी, अनुभाग अधिकारी

New Delhi, the 25th May, 2015

S.O. 1110.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 22/2010) of the Central Government Industrial Tribunal-Cum-Labour Court, Lucknow as shown in the Annexure, in the Industrial Dispute between the management of Northern Railway and their workmen, received by the Central Government on 21/05/2015.

[No. L-41011/127/2009-IR (B-I)]

SUMATI SAKLANI, Section Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, LUCKNOW

Present :

Shri Rakesh Kumar, Presiding Officer

I.D. No. 22/2010

Ref. No. L-41011/127/2009-IR (B-I) dated : 08.11.2010

BETWEEN

Mandal Sangatan Mantri
Uttar Railways Employee Union
283/63, Kh Gadi Kannora
PO. Manak Nagar,
Lucknow

(Espousing cause of Shri Prem)

AND

1. Dy. Chief Engineer (Construction)
Uttar Railway, Charbagh
Lucknow.

2. Deputy Chief Manager (Stores)
Northern Railway, Stores Depot
Alambagh, Lucknow.

AWARD

1. By order No. L-41011/127/2009-IR (B-I) dated: 08.11.2010 the Central Government in the Ministry of Labour, New Delhi in exercise of powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) referred this industrial dispute between Mandal Sangatan Mantri, Uttar Railways Employee Union, 283/63, Kh Gadi Kannora, PO. Manak Nagar, Lucknow and the Dy. Chief Engineer (Construction), Uttar Railway, Charbagh, Lucknow & Deputy Chief Manager (Stores), Northern Railway, Stores Depot, Alambagh, Lucknow to this CGIT-cum-Labour Court, Lucknow for adjudication.

2. The reference under adjudication is:

"Whether the action of Management of Northern Railway, Lucknow in not giving Shri Prem T.No. 189 status of temporary worker from the date of completion of 120 days of service is legal and justified? If not, what relief the workman is entitled to?"

3. The case of the workman's union, in brief, is that the workman, Prem, has been engaged as casual labour with in construction unit under opposite party No. 1 and is presently working under opposite Party No. 2. It has been alleged by the workman's union that the workman under dispute was to be given temporary status after completion of 120 days of working as per P.S.N. 7850, Master Circular

48/92 and Rule 2304, 2501 and 2511 of Indian Railway Establishment Manual; but he was granted temporary status after five years' of his engagement, which is not only unfair labour practice but also is against Article 21 of the Constitution. Accordingly, the workman's union has prayed that the workmen concerned be granted temporary status from the date he has completed 120 days' working with consequential benefits.

4. The management of the North Central Railways has filed its written statement denying the allegations of the workman's union with submission that the workman under dispute was initially engaged by them as Project Casual Labour in Construction Unit with intermittent gap *w.e.f.* 15.07.78 and has been granted temporary status on 01.01.84 *vide* letter No. E(NG)II/84/CL/41 dt. 01.06.84. It has been submitted that the railway formulated a scheme to provide the temporary status to Project Casual Labour, circulated *vide* No. E(NG)II/84/CL/41 dated 01.06.84 as per directions of Hon'ble Apex Court in *Inder Pal Yadav & Others vs. Union of India & others* (1985) 2 SCC 648. The management has submitted that as per modified date of grant of temporary status, the workman was screened and posted accordingly; and he is in fruitful employment of the opposite party for last more than 20 years, thus, raising the present industrial disputes after lapse of 20 long years makes it time barred hence, not maintainable in the eye of law. It is specifically submitted by the management that the workman has been engaged as project casual labour and as per existing Railway Rules 360 days' continuous service is required for grant of temporary status therefore, the claim of the workmen for grant of temporary status after 120 days is not maintainable and liable to be rejected. Accordingly, the management has prayed that the claim of the workman's union be rejected being devoid of any merit.

5. The workman's union has filed its rejoinder wherein apart from reiterating facts already mentioned in the statement claim has submitted that the workman under dispute has not been appointed in any project, therefore, decision of Hon'ble Apex Court in *Inder Pal Yadav case (supra)* is not applicable on him and he should be granted temporary status after completion of 120 days of service.

6. The workman's union has not filed any documentary evidence in support of its claim, rather it has stated that the Casual Labour Card in respect of the workman and his Service Book, is with the employers, in original.

The management has filed photocopy of Casual Labour Card and Service Book in respect of the workmen along with its written statement.

7. The women's union has examined workman; whereas the management examined Sri Sita Ram Sonkar, APO in support of their claim. The parties availed opportunity to cross-examine the each other's witnesses apart from putting oral arguments as well as written arguments.

8. Head learned authorized representatives of the parties at length and perused entire evidence on record.

9. The authorized representative of the workman has contended that the workman was not project casual labour; rather they were casual labour engaged in construction division/unit. Therefore, he was eligible for grant of temporary status from the date he completed 120 days of service. The railway administration instead treated him as project casual labour and granted him temporary status after lapse of five years which is unfair labour practice. It is also contended that the decisions of the Hon'ble Supreme Court in *Indra Pal Yadav case (supra)* is not applicable on the workman. The workman's union has relied on :

- (i) *Union of India vs. Presiding Officer, CGIT-cum-Labour Court, Kanpur Nagar & Another* 2008 (116) FLR 1046.
- (ii) *Union of India & Others vs. Basant Lal & others* 1992 SCC (L&C) 611.
- (iii) *L. Rebert D'Souza vs. Executive Engineer, Southern Railway & Another* 1982 SCC (L&S) 124.
- (iv) *N. Balakrishnan vs. M. Krishnanmurthy* ACJ 1998 1347 SC.
- (v) *Kuldeep Singh vs. GM. Instrument Design Development and Facilities Centre & another* 2011 (128) FLR 121.
- (vi) *Din Mohammed (Dead) by LRs. vs. Union of India & Others* 2002 (92) FLR 1216.
- (vii) *The Union of India & another vs. Girja Shankar & Others* 2003 (96) FLR 1094.

10. In rebuttal, the authorized representative of the management has contended that the workman has been project casual labour in construction unit and worked with intermittent gap and he was granted temporary status as per Railway Board's letter dated 01.03.85. It has been submitted that the Railway Board *vide* its letter dated 11.09.86 modified the date of temporary status to the workmen in view of decision given by Hon'ble Supreme Court in *Indra Pal Yadav case (supra)*. The management has contended that the workman was not entitled for grant of temporary status after completion of 120 days continuous service since he was engaged as project casual labour and as per existing Railway Rules, 360 days' continuous services is required for grant of temporary status to a project casual labour. The authorized representative of the management has also contended that the workman has turned up after lapse of more than 20 years and his cause is not tenable in the eye of law being time barred. The management has relied on *Indre Pal Yadav & Others vs. Union of India* (1985) 2 SCC 648.

11. I have given my thoughtful consideration to the rival submissions of the learned authorized representatives of the parties and scanned entire evidence on record in light thereto.

12. The workman's union has come up with a case that the workman has been engaged as casual labour in the Construction Unit of the Dy. Chief Engineer (Construction), Northern Railway, Lucknow and he was entitled for grant of temporary status on completion of 120 days of service under P.S.N. 7850, Master Circular 48/92 and Rule 2304, 2501 and 2511 of Indian Railway Establishment Manual; but the management granted him temporary status after five years' of their appointment, amounting to unfair labour practice. The workman's union has not filed any documentary evidence in support of their case; rather it has pleaded that the same is in power and possession of the Railways.

13. The management of the Northern Railways, rebutting the claim of the workman's union has come up with a clear cut case that the workman had been engaged as Project Casual Labour and accordingly, he was entitled for grant of temporary status on completion of 360 days continuous service; and accordingly, he was granted temporary status. Later on with the decision of Hon'ble Apex Court in *Indra Pal Yadav case (supra)*, the date of grant of temporary status was modified *vide* Railway Board's letter dated 01.09.86 whereby the workman was given temporary status from previous date. The management has also stressed upon the factum of delay in raising the present industrial dispute after lapse of more than 20 years. The authorized representative of the management has pointed out that the workman is working with the railways for decades; but neither he preferred any representation, on the issue; nor moved to the court for redressal of his grievances. It is also stressed by the management that the workman has raised the present industrial dispute at a highly belated stage without any explanation to the delay. It has also been argued that though there is no limitation in the I.D. Act, 1947; but the same should not be condoned for the want of any explanation from the workman's union. He has also submitted that the Hon'ble Apex Court in number of its verdicts has observed that Courts should exercise their discretion, judiciously, while condoning the delay.

14. The workman's union has adduced evidence of the workman who stated in his cross-examination that he had been recruited as casual labour construction in railway in 1979 and had been granted temporary status *w.e.f.* 01.03.85 which was revised as per directions of Supreme Court as 01.01.83.

15. The workman has not filed any documentary proof in support of their claim but has relied on the photocopy of the service record and casual labour card of the workman, filed by the management. The service record of the workman

shows the entry regarding of temporary status of the workman of different dates and there after grant of revised temporary status from different dates as per Railway Board's circular dated 11.09.86. The photocopy of the casual labour card, filed by the management has details regarding working of the workman with Permanent Way Inspector (Construction) at different-different stations.

Thus, both the parties have relied on the same set of documents in support of their different stands.

16. After going through the rival pleadings of the parties and documentary and oral evidence relief upon by the parties the bone of contention is as to whether the workman was Project casual labour or just casual labour engaged in the railway administration. Had he been Project Casual Labour then the action of the management was right and if he was casual labour on the rolls of railways then he ought to have been granted temporary status on completion of 120 days continuous service.

The burden that lied upon the workman's union was to come with the evidence that the workman was engaged as casual labour and he completed 120 days continuous service on this particular date, making him entitled for grant of temporary status. Thus it was for the workman's union to lead its evidence on two points firstly that the workman was engaged as Casual Labour and secondly that he completed 120 days of continuous working on such and such date. But the workman's union failed to comply with the above requirement. As it relied on the documentary evidence *i.e.* casual labour card which in power and possession of the management for working detail; but when the management filed the photocopy of the same then it neither calculated the 120 days' continuous working from it nor disputed its genuineness. This goes to uphold the stand taken by the management that the workman was Project Casual Labour and accordingly he was granted temporary status on completion of 360 days' of continuous working *vide* Railway Board's letter dated 11.06.84 and thereafter granted them revised temporary status from a back dated *vide* letter dated 11.09.86 as per guidelines of Hon'ble Apex Court.

17. The workman has relied on *Union of India vs. Presiding Officer, CGIT-cum-Labour Court, Kanpur Nagar & another* which pertains to termination of services of a workman in violation of provisions of Section 25F, G & H of the Act. However, the facts of the present case are entirely different; hence not applicable in the present case. The workman has also relied on *Union of India & others vs. Basant Lal & others* 1992 SCC (L&S) 611; wherein the Hon'ble Apex Court has held that a workman having completed 120 days of working becomes entitled for regularization as temporary worker and the Railway cannot deny them the temporary status on the ground that they had been appointed as casual labour on a project work and

not on construction work on open line and as such they would acquire the temporary status only after completing 360 days of service. But in the present case the workman's union failed to specify the date when the different workmen completed 120 days' of continuous service, rendering them for grant of temporary status. The workman's union has also relied on *L. Robert D'Souza vs. Executive Engineer, Southern Railway & another* 1982 SCC (L&S) 124 but the fact of the case law is entirely different from the present case hence not applicable. Likewise the facts of the case law relied upon by the workman in the *Union of India & another vs. Girja Shankar & others* 2003 (96) FLR 1094, *Kuldeep Singh vs. GM Instrument Design Development and Facilities Centre & another* 2011 (128) FIR 123 and *Din Mhammaed (Dead) by LRs. vs. Union of India & others* 2002 (992) FLR 1216 are quite different from the facts of the present case hence not appreciable.

18. It is well settled that if a party challenges the legality of an action, the burden lies upon him to prove illegality of the action; and if no evidence is produced, the party invoking jurisdiction of the court must fail. In the present case burden was on the workman's union to set out the grounds to challenge the validity of the action of the management in not granting the temporary status to the workman after completion of 120 days' of continuous working. For this the burden of proof was on the workman's union to come with the evidence, that the workman under dispute has been engaged by the management of Railways as casual labour and under Rules they were entitled for grant of temporary status from completion of 120 days services with the employers; but the workman's union has failed to discharge the burden that lied upon them. The workman's union made a pleading, to explain the reason why it is not in position to file any documentary evidence before this Tribunal, in their statement of claim to the effect that the relevant document in support of their claim *i.e.* Casual Labour Card is attached in their Service Book. The workman's union in its rejoinder required the management to produce Casual Labour Card in respect of the workman before this Tribunal resultantly, the management filed photocopy of Casual Labour Card and Services Book in respect of the workman. The workman's union did not dispute the service details filed by the management *i.e.* Casual Labour Card and extracts of Service Book. Therefore, when the management has filed the photocopy of Casual Labour Card as desired by the workman's union then it was incumbent upon the workman's union to come forward and sort out the relevant extract of the Casual Labour Card, which bears working details *i.e.* working period and number of days to show that the workman completed 120 days of continuous on such and such date he was entitled for grant of temporary status from such date. But the workman has utterly failed to bring any evidence to the effect before this Tribunal that the workman was engaged as Casual

Labour and that the workman was casual labour and it also failed to specify the date as to when the workman completed 120 days' of continuous working, making him eligible for grant of temporary status.

19. On the contrary the management has come with a clear cut case that the workman was engaged as Project Casual Labour with Construction Unit. It is also contended by the learned authorized representative of opposite party that there are so many projects which go on with the Construction Unit and the workmen were kept engaged in different Projects. It is also specifically pleaded and proved by the management that the workman was granted temporary status *vide* Railway Board's letter dated 01.06.84; but due to Supreme Court's direction in *Indra Pal Yadav Case (supra)*, the Railway Board *vide* its letter dated 11.09.86, changed the date of grant of temporary status, as per modified policy and accordingly, reduced the date of Temporary Status through notice. The management has filed photocopy of Service Record in respect of workman, which bears entries regarding grant of temporary status to the workman.

20. The management has made a specific pleading to the effect that the claim of the workman's union is stale one and time barred as the union has preferred the case before this Tribunal after lapse of more than 20 years. The workman's union in rebuttal has submitted that there is no provision regarding limitation in the Industrial Disputes Act, 1947; hence their claim is maintainable.

In this regard the workman's union has relied on *N. Balakrishnan vs. M. Krishnamurthy* 1998 ACJ 1347; wherein Hon'ble Apex Court while dealing with the matter delay has observed that length of delay does not matter, acceptability of the explanation is the only criterion. But the workman's union has not given any explanation in its pleadings as to what prevented them to raise an industrial dispute at an early state. However, in the evidence it has been stated that the workman/union wrote many letters to the opposite parties and the same are pending with them; although no copy of such letter/representation finds its reference either on record or annexed with the affidavit. Moreover, the management witness *vide* para 9 of his affidavit had denied of submissions of any such application by the workmen.

In *Chennai Metropolitan Water Supply and Sewerage Board & others vs. T.T. Murali Babu* 2014 (141) FLR 772, Hon'ble Apex Court has observed as under:

"The court should bear in mind that it is exercising and extraordinary and equitable jurisdiction. As a Constitutional Court it has a duty to protect the rights of the citizens but simultaneously it is to keep itself alive to the primary principle that when an aggrieved person, without adequate reason, approaches the Court at his own leisure or pleasure, the Court would

be under legal obligation to scrutinize whether the lis at a belated stage should be entertained or not. Be it noted, delay come in the way of equity. In certain circumstances delay and laches may be fatal but in most circumstances inordinate delay would only invite disaster for the litigant who knocks at the doors of the Court. Delay reflects inactivity and inaction on the part of litigant—a litigant who has forgotten the basic norms, namely, 'procrastination is the greatest thief of time' and second, law does not permit one to sleep and rise like a phoenix. Delay does bring a hazard and causes injury to the lis. In the case at hand, though there has been four years' delay in approaching the Court, yet the writ Court chose not to address the same. It is the duty of the Court to scrutinize whether such enormous delay is to be ignored without any justification."

Further, in Dr. Jawahar Lal Rohatgi Memorial Eye Hospital vs. State of U.P. & others 2013 (138) FLR 11 Hon'ble Allahabad High Court upholding the action of the State Government in denying the making reference of case after 22 years held that it is not expedient for State government to refer against order of termination dated 26.6.1982 being old and stale case, where the workman filed an application raising industrial dispute after 22 years in 2004. Hon'ble High Court observed that there is nothing to indicate as to why the workman could not approach the authority under the ID Act.

Thus from the face of record it is crystal clear the workman did not bother to approach the management or any legal forum for redressal of his grievances for more than 20 years; and the explanation forwarded by the workman's union before this Tribunal is insufficient.

21. Hence, from the facts and circumstances of the case and law cited herein above; I am of considered opinion that the action of the management of Northern Railway, Lucknow in not giving temporary status to the workman, Sri Prem, from the alleged date of completion of 120 days of service is neither illegal nor unjustified. Accordingly, I come to the conclusion that the workman's union is not entitled to any relief.

22. The reference under adjudication is answered accordingly.

23. Award as above.

LUCKNOW
8th May, 2015

RAKESH KUMAR, Presiding Officer

नई दिल्ली, 25 मई, 2015

का.आ. 1111.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार उत्तर रेलवे प्रबंधन

के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण लखनऊ के पंचाट (संदर्भ संख्या 20/2010) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21/5/2015 को प्राप्त हुआ था।

[सं एल-41011/108/2009-आईआर (बी-1)]

सुमति सकलानी, अनुभाग अधिकारी

New Delhi, the 25th May, 2015

S.O. 1111.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 20/2010) of the Cent. Govt. Tribunal-cum-Labour Court, Lucknow as shown in the Annexure, in the industrial dispute between the management of Northern Railway and their workmen, received by the Central Government on 21/5/2015.

[No. L-41011/108/2009-IR (B-I)]

SUMATI SAKLANI, Section Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL- CUM-LABOUR COURT, LUCKNOW

Present :

Shri Rakesh Kumar, Presiding Officer

I.D. No. 20/2010

Ref. No. L-41011/108/2009-IR (B-I) dated: 03.11.2010

BETWEEN

Mandal Sangatan Mantri
Uttar Railways Employee Union
283/63, Kh Gadi Kannora (Premvati Nagar)
PO Manak Nagar
Lucknow

(Espousing cause of Shri Kedar Singh)

AND

1. Dy. Chief Engineer (Construction)
Uttar Railway, Charbagh
Lucknow.

2. Deputy Chief Manager (Stores)
Northern Railway, Stores Depot
Alambagh, Lucknow.

AWARD

1. By order No. L-41011/108/2009-IR (B-I) dated: 03.11.2010 the Central Government in the Ministry of Labour, New Delhi in exercise of powers conferred by clause (d) of sub-section (1) and sub-section (2A) of

Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) referred this industrial dispute between Mandal Sangatan Mantri, Uttar Railways Employee Union, 283/63, Kh Gadi Kannora (Premvati Nagar), P.O. Manak Nagar, Lucknow and the Dy. Chief Engineer (Construction), Uttar Railway, Charbagh, Lucknow & Deputy Chief Manager (Stores), Northern Railway, Stores Depot, Alambagh, Lucknow to this CGIT-cum-Labour Court, Lucknow for adjudication.

2. The reference under adjudication is:

"Whether the action of management of Northern Railway, Lucknow in not giving Shri Kedar Singh, T. No. 187 status of temporary worker from the date of completion of 120 days of service is legal and justified? If not, what relief the workman is entitled to?"

3. The case of the workman's union, in brief, is that the workman, Kedar Singh, has been engaged as casual labour with in construction unit under opposite party No. 1 and is presently working under opposite party No. 2. It has been alleged by the workman's union that the workman under dispute was to be given temporary status after completion of 120 days of working as per P.S. N. 7850, Master Circular 48/92 and Rule 2304, 2501 and 2511 of Indian Railway Establishment Manual; but he was granted temporary status after five years' of his engagement, which is not only unfair labour practice but also is against Article 21 of the Constitution. Accordingly, the workman's union has prayed that the workmen concerned be granted temporary status from the date he has completed 120 days' working with consequential benefits.

4. The management of the North Central Railways has filed its written statement denying the allegations of the workman's Union with submission that the workman under dispute was initially engaged by them as Project Casual Labour in Construction Unit with intermittent gap *w.e.f.* 10.05.79 and has been granted temporary status on 01.01.85 *vide* letter No. 2-E SEN/C/S.O.G./Screening S.O.G A.OP.H. dt. 01.03.85. It has been submitted that the railway formulated a scheme to provide the temporary status to Project Casual Labour, circulated *vide* No. E(NG)II/84/CL/41 dated 1.6.84 as per directions of Hon'ble Apex Court in *Inder Pal Yadav & others vs. Union of India & others* (1985) 2 SCC 648. The management has submitted that as per modified date of grant of temporary status, the workman was screened and posted accordingly; and he is in fruitful employment of the opposite party for last more than 20 years, thus, raising the present industrial disputes after lapse of 20 long years makes it time barred hence, not maintainable in the eye of law. It is specifically submitted by the management that the workman has been engaged as project casual labour and as per existing Railway Rules 360 days' continuous service is required for grant of temporary status, therefore, the claim of the workmen for grant of temporary status after 120 days is not maintainable

and liable to be rejected. Accordingly, the management has prayed that the claim of the workman's union be rejected being devoid of any merit.

5. The workman's union has filed its rejoinder wherein apart from reiterating facts already mentioned in the statement claim has submitted that the workman under dispute has not been appointed in any project, therefore, decision of Hon'ble Apex Court in *Inder Pal Yadav case* (*supra*) is not applicable on him and he should be granted temporary status after completion of 120 days of service.

6. The workman's union has not filed any documentary evidence in support of its claim; rather it has stated that the Casual Labour Card in respect of the workman and his Service Book, is with the employers, in original.

The management has filed photocopy of Casual Labour Card and Service Book in respect of the workman along with its written statement.

7. The workman's union has examined workman; whereas the management examined Sri Sita Ram Sonkar, APO in support of their claim. The parties availed opportunity to cross-examine the each other's witnesses apart from putting oral arguments as well as written arguments.

8. Heard learned authorized representatives of the parties at length and perused entire evidence on record.

9. The authorized representative of the workman has contended that the workman was not project casual labour; rather they were casual labour engaged in construction division/unit. Therefore, he was eligible for grant of temporary status from the date he completed 120 days of service. The railway administration instead treated him as project casual labour and granted him temporary status after lapse of five years which is unfair labour practice. It is also contended that the decisions of the Hon'ble Supreme Court in *Indra Pal Yadav case* (*supra*) is not applicable on the workman. The workman's union has relied on:

- (i) *Union of India vs. Presiding Officer, CGIT-cum-Labour Court, Kanpur Nagar & another* 2008(116) FLR 1046.
- (ii) *Union of India & others vs. Basant Lal & others* 1992 SCC (L&S) 611.
- (iii) *L. Robert D'Souza vs. Executive Engineer, Southern Railway & another* 1982 SCC (L&S) 124.
- (iv) *N. Balakrishnan vs. M. Krishnamurthy* ACJ 1998 1347 SC.
- (v) *Kuldeep Singh vs. GM, Instrument Design Development and Facilities Centre & another* 2011 (128) FLR 121.
- (vi) *Din Mohammed (Dead) by LRs. Vs. Union of India & others* 2002 (92) FLR 1216.

- (vii) *The Union of India & another vs. Girja Shankar & others* 2003 (96) FLR 1094.

In rebuttal, the authorized representative of the management has contended that the workman has been project casual labour in construction unit and worked with intermittent gap and he was granted temporary status as per Railway Board's letter dated 01.03.85. It has been submitted that the Railway Board *vide* its letter dated 11.09.86 modified the date of temporary status to the workmen in view of decision given by Hon'ble Supreme Court in *Inder Pal Yadav* case (supra). The management has contended that the workman was not entitled for grant of temporary status after completion of 120 days continuous service since he was engaged as project casual labour and as per existing Railway Rules, 360 days' continuous services is required for grant of temporary status to a project casual labour. The authorized representative of the management has also contended that the workman has turned up after lapse of more than 20 years and his cause is not tenable in the eye of law being time barred. The management has relied on *Inder Pal Yadav & others vs. Union of India* (1985) 2 SCC 648.

11. I have given my thoughtful consideration to the rival submissions of the learned authorized representatives of the parties and scanned entire evidence on record in light thereto.

12. The workman's union has come up with a case that the workman has been engaged as casual labour in the Construction Unit of the Dy. Chief Engineer (Construction), Northern Railway, Lucknow and he was entitled for grant of temporary status on completion of 120 days of service under P.S. N. 7850, Master Circular 48/92 and Rule 2304, 2501 and 2511 of Indian Railway Establishment Manual; but the management granted him temporary status after five years' of their appointment, amounting to unfair labour practice. The workman's union has not filed any documentary evidence in support of their case; rather it has pleaded that the same is in power and possession of the Railways.

13. The management of the Northern Railways, rebutting the claim of the workman's union has come up with a clear cut case that the workman had been engaged as Project Casual Labour and accordingly, he was entitled for grant of temporary status on completion of 360 days continuous service; and accordingly, he was granted temporary status. Later on with the decision of Hon'ble Apex Court in *Inder Pal Yadav* case (supra), the date of grant of temporary status was modified *vide* Railway Board's letter dated 01.09.86 whereby the workmen was given temporary status from previous date. The management has also stressed upon the fact of delay in raising the present industrial dispute after lapse of more than 20 years. The authorized representative of the management has pointed out that the workman is working

with the railways for decades; but neither he preferred any representation, on the issue; nor moved to the court for redressal of his grievances. It is also stressed by the management that the workman has raised the present industrial dispute at a highly belated stage without any explanation to the delay. It has also been argued that though there is no limitation in the I.D. Act, 1947; but the same should not be condoned for the want of any explanation from the workman's union. He has also submitted that the Hon'ble Apex Court in number of its verdicts has observed that Courts should exercise their discretion, judiciously, while condoning the delay.

14. The workman's union has adduced evidence of the workman who stated in his cross-examination that he had been recruited as casual labour construction in railway in 1979 and had been granted temporary status *w.e.f.* 1.03.85 which was revised as per directions of Supreme Court as 01.01.83. The workman admitted the photocopy of service record and casual labour card, filed by the management, from paper No. M-9/3 to 9/7.

15. The workman has not filed any documentary proof in support of their claim but has relied on the photocopy of the service record and casual labour card of the workman, filed by the management. The service record of the workman shows the entry regarding grant of temporary status to the workman of different dates and there after grant of revised temporary status from different dates as per Railway Board's circular dated 11.9.86. The photocopy of the casual labour card, filed by the management has details regarding working of the workman with Permanent Way Inspector (Construction) at different-different stations.

Thus, both the parties have relied on the same set of documents in support of their different stands.

16. After going through the rival pleading of the parties and documentary and oral evidence upon by the parties the bone of contention is as to whether the workman was Project casual labour or just casual labour engaged in the railway administration. Had he been Project Casual Labour then the action of the management was right and if he was casual labour on the rolls of railways then he ought to have been granted temporary status on completion of 120 days continuous service.

The burden that lied upon the workman's union was to come with the evidence that the workman was engaged as casual labour and he completed 120 days continuous service on this particular date, making him entitled for grant of temporary status. Thus, it was for the workman's union to lead its evidence on two points firstly that the workman was engaged as Casual Labour and secondly that he completed 120 days' of continuous working on such and such date. But the workman failed to comply with the above requirement. As it relied on the documentary evidence *i.e.* casual labour card which was in power and possession of

the management for working detail; but when the management filed the photocopy of the same then it neither calculated the 120 days' continuous working from it nor disputed its genuineness. This goes to uphold the stand taken by the management that the workman was Project Casual Labour and accordingly he was granted temporary status on completion of 360 days' of continuous working *vide* Railway Board's letter dated 01.03.85 and thereafter granted them revised temporary status from a back date *vide* letter dated 11.09.86 as per guidelines of Hon'ble Apex Court.

17. The workman has relied on *Union of India vs. Presiding Officer, CGIT-cum-Labour Court, Kanpur Nagar & another* which pertains to termination of services of a workman in violation of provisions of Section 25F, G & H of the Act. However, the facts of the present case are entirely different; hence not applicable in the present case. The workman has also relied on *Union of India & others vs. Basant Lal & others* 1992 SCC (L&S) 611; wherein the Hon'ble Apex Court has held that a workman having completed 120 days of working becomes entitled for regularization as temporary worker and the Railway cannot deny them the temporary status on the ground that they had been appointed as casual labour on a project work and not on construction work on open line and as such they would acquire the temporary status only after completing 360 days of service. But in the present case the workman's union failed to specify the date when the different workmen completed 120 days' of continuous service, rendering them for grant of temporary status. The workman's union has also relied on *L. Rober D'Souza vs. Executive Engineer, Southern Railway & another* 1982 SCC (L&S) 124 but the fact of the case law is entirely different from the present case hence not applicable. Likewise the facts of the case law relied upon by the workman in the *Union of India & another vs. Girja Shankar & other* 2003 (96) FLR 1094, *Kuldeep Singh vs GM Instrument Design Development and Facilities Centre & anotehr* 2011 (128) FLR 123 and *Din Mhammaed (Dead) by LRs. Vs. Union of India & others* 2002 992) FLR 1216 are quite different from the facts of the present case hence not appreciable.

18. It is well settled that is a party challenges the legality of an action, the burden lies upon him to prove illegality of the action; and if no evidence is produced, the party invoking jurisdiction of the court must fail. In the present case burden was on the workman's union to set out the grounds to challenge the validity of the action of the management in not granting the temporary status to the workman after completion of 120 days' of continuous working. For this the burden of proof was on the workman's union to come with the evidence, that the workman under dispute has been engaged by the management of Railways as casual labour and under Rules they were entitled for grant of temporary status from completion of 120 days services with the employers; but the workman's union has

failed to discharge the burden that lied upon them. The workman's union made a pleading, to explain the reason why it is not in position to file any documentary evidence before this Tribunal, in their statement of claim to the effect that the relevant document in support of their claim i.e. Casual Labour Card is attached in their Service Book. The workman's union in its rejoinder required the management to produce Casual Labour Card in respect of the workman before this Tribunal, resultantly, the management filed photocopy of Casual Labour Card and Services Book in respect of the workman. The workman's union did not dispute the service details filed by the management i.e. Casual Labour Card and extracts of Service Book. Therefore, when the management has filed the photocopy of Casual Labour Card as desired by the workman's union then it was incumbent upon workman's union to come forward and sort out the relevant extract of the Casual Labour Card, which bears working details i.e. working period and number of days, to show that the workman completed 120 days of continuous on such and such date and he was entitled for grant of temporary status from such date. But the workman has utterly failed to bring any evidence to the effect before this Tribunal that the workman was engaged as Casual Labour and that the workman was casual labour and it also failed to specify the date as to when the workman completed 120 days' of continuous working, making him eligible for grant of temporary status.

19. On the contrary the management has come with a clear cut case that the workman was engaged as Project Casual Labour with Construction Unit. It is also contended by the learned authorized representative of opposite party that there are so many projects which go on with the Construction Unit and the workmen were kept engaged in different Projects. It is also specifically pleaded and proved by the management that the workman was granted temporary status *vide* Railway Board's letter dated 01.03.85; but due to Supreme Court's direction in *Inder Pal Yadav Case* (supra), the Railway Board *vide* its letter dated 11.09.86, changed the date of grant of temporary Status through notice. The management filed photocopy of Service Record in respect of workman, which bears entries regarding grant of temporary status to the workman.

20. The management has made a specific pleading to the effect that the claim of the workman's union is stale one and time barred as the union has preferred the case before this Tribunal after lapse of more than 20 years. The workman's union in rebuttal has submitted that there is no provision regarding limitation in the Industrial Disputes Act, 1947; hence their claim is maintainable.

In this regard the workman's union has relied on *N. Balakrishnan vs M. Krishnamurthy* 1998 ACJ 1347; wherein Hon'ble Apex Court while dealing with the matter delay has observed that length of delay does not matter, acceptability of the explanation is the only criterion. But the workman's union has not given any explanation in its

pleadings as to what prevented them to raise an industrial dispute at an early state. However, in the evidence it has been stated that the workman/union wrote many letters to the opposite parties and the same are pending with them; although no copy of such letter/representation finds its reference either on record or annexed with the affidavit. Moreover, the management witness vide para 9 of his affidavit has denied of submissions of any such application by the workmen.

In *Chennai Metropolitan Water Supply and Sewerage Board & others vs T.T. Murali Babu 2014 (141) FLR 772*, Honble Apex Court has observed as under:

"This Court should bear in mind that it is exercising an extraordinary and equitable jurisdiction. As a Constitutional Court it has a duty to protect the rights of the citizens but simultaneously it is to keep itself alive to the primary principle that when an aggrieved person, without adequate reason, approaches the Court at his own leisure or pleasure the Court would be under legal obligation to scrutinize whether the lis at a belated stage should be entertained or not. Be it noted, delay comes in the way of equity. In certain circumstances delay and laches may be fatal but in most circumstances inordinate delay would only invite disaster for the litigant who knocks at the doors of the Court. Delay reflects inactivity and inaction on the part of litigant-a litigant who has forgotten the basic norms namely, "procrastination is the greatest thief of time" and second, law does not permit one to sleep and rise like a phoenix. Delay does bring a hazard and causes injury to the lis. In the case at hand, though there has been four years' delay in approaching the Court, yet the writ Court chose not to address the same. It is the duty of the Court to scrutinize whether such enormous delay is to be ignored without any justification."

Further, in *Dr. Jawahar Lal Rohatgi Memorial Eye Hospital vs State of U.P. & others 2013 (138) FLR 11* Hon'ble Allahabad High Court upholding the action of the State Government in denying the making reference of case after 22 years held that it is not expedient for State Government to refer against order of termination dated 26.6.1982 being old and stale case, where the workman filed an application raising industrial dispute after 22 years in 2004. Hon'ble High Court observed that there is nothing to indicate as to why the workman could not approach the authority under the I.D. Act.

Thus, from the face of record it is crystal clear the workman did not bother to approach the management or any legal forum for redressal of his grievances for more than 20 years; and the explanation forwarded by the workman's union before this Tribunal is insufficient.

21. Hence, from the facts and circumstances of the case and law cited hereinabove; I am of considered opinion

that the action of the management of Northern Railway, Lucknow in not giving temporary status to the workman, Sri Kedar Singh, from the alleged date of completion of 120 days of service is neither illegal nor unjustified. Accordingly, I come to the conclusion that the workman's union is not entitled to any relief.

22. The reference under adjudication is answered accordingly.

23. Award as above.

Lucknow.

08th May, 2015.

RAKESH KUMAR, Presiding Officer

नई दिल्ली, 25 मई, 2015

का.आ. 1112.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार उत्तर पूर्व रेलवे प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण लखनऊ के पंचाट (संदर्भ संख्या 6/2014) को प्रकाशित करती है, जो केन्द्रीय सरकार को केन्द्रीय सरकार को 21/05/2015 प्राप्त हुआ था।

[सं० एल-41011/97/2013-आईआर (बी-1)]

सुमति सकलानी, अनुभाग अधिकारी

New Delhi, the 25th May, 2015

S.O. 1112.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 06/2014) of the Cent. Govt. Indus. Tribunal-cum-labour Court, Lucknow as shown in the Annexure, in the industrial dispute between the management of Northern Eastern Railway and their workmen, received by the Central Government on 21/05/2015.

[No. L-41011/97/2013-IR(B-I)]

SUMATI SAKLANI, Section Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL- CUM-LABOUR COURT, LUCKNOW

Present :

Shri Rakesh Kumar, Presiding Officer

I.D. No. 06/2014

Ref. No L-41011/97/2013-IR(B-I) dated 13.01.2014

BETWEEN

The President
Rail Sewak Sangh
Through Sri D.P. Awasthi
49, Tilak Nagar,
Lucknow

AND

Sr. Divisional Personnel Officer
North Eastern Railway
DRM Office, Ashok Marg,
Lucknow (U.P.)

8. Award as above

LUCKNOW
08.05.2015

RAKESH KUMAR, Presiding Officer

AWARD

1. By order No. L-41011/97/2013-IR(B-I) dated 13.01.2014 the Central Government in the Ministry of Labour, New Delhi in exercise of powers conferred by clause (d) of sub section (1) and sub section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) referred this industrial dispute between the President, Rail Sewak Sangh, through Sri D.P. Awasthi, 49, Tilak Nagar, Lucknow and the Sr. Divisional Personnel Officer, North Eastern Railway, DRM Office, Ashok Marg, Lucknow for adjudication,

2. The reference under adjudication is:

"Kya Purvottar Railway Prashashan, Lucknow dwara shramik Sri Preetpal Singh, Dealing Assistant (Establishment) Gonda ko dandadesh dated 12.07.2011 diya jana nyayochit evam vaidh hai? Yadi nahi to kamgar kis rahat ko pane ka haqdar hai?"

3. The order of reference was endorsed to the President, Rail Sewak Sangh, through Sri D.P. Awasthi, Lucknow with the direction to the party raising the dispute to file the statement of claim along with relevant documents, list of reliance and witnesses with the Tribunal within fifteen days of the receipt of the order of reference and also forward a copy of such a statement to each one of the opposite parties involved in this dispute under rule 10 (B) of the Industrial Disputes (Central), Rules, 1957.

4. The order of reference was registered in the Tribunal on 03.03.2014 and notice was issued for filing statement of claim by the workman.

5. The workman did not file statement of claim. Several dates *i.e.* 28.03.2014, 12.05.2014, 12.06.2014, 30.07.2014, 05.09.2014, 10.11.2014, 04.12.2014, 19.01.2015, and 26.02.2015, were fixed for filing statement of claim but parties did not turn up.

6. It appears that the workman does not want to further proceed with the case. His grievance, has perhaps been settled.

7. Under the circumstances and the facts mentioned herein, no relief is legally required to be given to the applicant/workman Sh. Preetpal Singh. The reference under adjudication is answered as **NO CLAIM AWARD**.

नई दिल्ली, 25 मई, 2015

का.आ. 1113.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पूर्व रेलवे प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण धनबाद के पंचाट (संदर्भ संख्या 95/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21/05/2015 को प्राप्त हुआ था।

[सं एल-41011/11/2002-आईआर (बी-1)]

सुमति सकलानी, अनुभाग अधिकारी

New Delhi, the 25th May, 2015

S.O. 1113.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 95/2002) of the Cent. Govt. Indus. Tribunal-cum-Labour Court, No. 1, Dhanbad as shown in the Annexure, in the industrial dispute between the management of Eastern Railway and their workmen, received by the Central Government on 21/05/2015.

[No. L-41011/11/2002-IR(B-I)]

SUMATI SAKLANI, Section Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL (NO.1), DHANBAD**

In the matter of a reference u/s 10(1) (d) (2a) of
I.D. Act, 1947.

Ref. No. 95/2002

Employers in relation to the management of Eastern
Railway, Danapur, Patna

AND

Their workmen.

Present :

Sri Ranjan Kumar Saran, Presiding officer

APPEARANCES:

For the Employers : Shri Sanjay Kumar, Advocate

For the workman : Shri D.K. Verma, Advocate.

State : Bihar Industry : Railway

Dated. 29.4.2015

AWARD

By Order No.L-410011/11/2002 -IR (B-I), dated. 21.08.2002, the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal:

SCHEDULE

"Whether the action of the management of Eastern Railway, Danapur in denying absorption of workmen S/Shri Brajesh Kishore Sinha and others (list enclosed) is justified? If not, what relief the workmen are entitled?"

ANNEXURE
List of workmen

Sl.No.	Worker's Name	Father's Name	Village	Post	Distt.
CARRIAGE DEPARTMENT					
1.	Brajesh Kishore Sinha	Nawal Kishore Sinha	Sarthua..	Daniawan	Patna.
2.	Brajangi Ray	Bashisht Roy	Dopulwa	Jakanpur	Patna
3.	Awadhesh Prasad	Ramchandra Singh	Jirwakhandha	Chiksaura	Nalanda
4.	Birendra Kumar Singh	Ganauri Prasad Singh	Kismirichak	...	Nalanda
5.	Arbind Kumar	Bishnu Singh	Jirwa Khanda	...	Nalanda
6.	Bipin Chandra Pal	Ram Lakhan Prasad,	Gorail	Rajgir	Nalanda
7.	Umesh Prasad	Dular Chand Prasad Singh	Jirwa Khanda	...	Nalanda
8.	Shiv Kumar Prasad	Sitaram Prasad	Jirwa Khanda	...	Nalanda
9.	Bhushan Prasad	Sitaram Prasad	Jirwa Khanda	...	Nalanda
10.	Brij Nandan Prasad	Late Chok Narayan Prasad	Station Road Surya	Fatuha	Patna
11.	Raj Kumar Gupta	Sitaram Prasad	Station Road Surya	Fatuha	Patna
12.	Parasnath	Bhekh Narayan Prasad	Intasan Rahui	...	Nalanda
13.	Ashok Kumar	Ramachandra Ram	Chhoti Devi Asthan	Shaluganj	Nalanda
				Bihar Sharif	
14.	Anil Kumar	Kauleshwar Ram	Station Road	Fatuha	Patna
15.	Rajiv Kumar	Balmiki Singh	Chandpura	Ali Nagar	Munger
16.	Sunil Kumar	Shiyaram Prasad	Wadi	...	Nalanda
17.	Santanu Kumar Singh	Niranjan Singh	At Top	...	Patna
18.	Mahesh Prasad	Hardeo Prasad	Sheikh	Mohamatpur	Sheikhpura
19.	Rajesh Kumar	Indar Prasad	Sarthua	...	Patna
20.	Rajesh Kumar	Lakhan Ram	Station Road	Fatuha	Patna
21.	Pappu Kumar	Gugeshwar Prasad	Chhoti Line	Fatuha	Patna
22.	Kundan Singh	Jit Narayan Singh	Sigriyawan	...	Patna
23.	Nandu Singh	Kamla Singh	Tiwari Gali	Chhoti Patan	Patna
				Devi	
24.	Mahesh Kumar	Sri Kesho Singh	Sakarpura	Bhobhi	Nalanda
ENGINEERING DEPARTMENT:					
25.	Vijay Kumar	Shivji Mahto	Murdalichak	Damodarpur	Nalanda
26.	Ayodhya Prasad	Chhedhi Mahto	Keshochak	Chiksaura	Nalanda
27.	Bijindra Prasad	Ramesh Mahto	Banwara	Chisraura	Nalanda
28.	Chhote Lal Prasad	Tunni Prasad	Paharpur	Chhoti Dewara	Jahanabad
29.	Amarendra Prasad	Tunni Prasad	Paharpur	Chhoti Dewara	Jahanabad
30.	Raghunandan Paswan	Ramswarup Paswan	Ariyawan	Nagar Nausa	Nalanda
31.	Nagina Paswan	Nanku Paswan	Asharalpur	Nagar Nausa	Nalanda
32.	Arun Kumar	Rameshwar Pd. Singh	Singriyawan	Singriyanwan	Patna

Sl.No.	Worker's Name	Father's Name	Village	Post	Distt.
33.	Govind Paswan	Chandeshwar Paswan	Kangali Bigaha	Nagar Nausa	Nalanda
34.	Ravindra Kumar	Kuldeep Ram	Daniyanwan	Daniyanwan	Patna
35.	Prithwiraj Prasad	Ram Narayan Singh	Jolbigaha	Ven	Nalanda
36.	Mahendra Ram	Kesho Ram	Saidpura	Nagar Nausa	Nalanda
37.	Umesh Ram	Bachu Ram	Saidpura	Nagar Nausa	Nalanda
38.	Hari Ram	Gobind Ram	Kosiyama	Ekangar Sarai	Salanda
39.	Faggu Singh	Prameshwar Singh	Budhu Chak	...	Patna
40.	Deo Nandan Paswan	Swarup Paswan	Ariyama	Nagar Nausa	Nalanda
41.	Nagendra Kumar	Rameshwar Singh	Paharpur	Deora	Jahanabad
42.	Rajaram Paswan	Late Saudi Paswan	Kangali Bigaha	Khapura	Nalanda
43.	Ramlakhan Prasad	Late Shri Singh	Kismiriya	Mohinuddinpur	Patna
44.	Praveen Kumar	Shiv Narayan Singh	Maksudpur	Fatuha	Patna
45.	Ajay Kumar	Mohan Ram	Murera	Bankipur	Patna
46.	Sunil Kumar	Rajendra Prasad	Mukundan Bigaha	Jaitpur	Nalanda
47.	Yamuna Mistry	Ram Ishwar Mistry	Daniyawan	Daniyawan	Patna
48.	Satendra Prasad	Basudeo Prasad	Khajuriya Bigaha	Chandi	Nalanda
49.	Arbind Kumar	Mahabir Prasad	Chandu Bigaha	Aashadhi	Nalanda
50.	Sudhir Kumar	Saryug Prasad	Paharpur	Deora	Nalanda
51.	Rajesh Kumar	Bhagwat Prasad	Fajillapur	Nagar Nausa	Nalanda
52.	Sanjay Kumar	Bandho Mahato	Kewaidih	Nursarai	Nalanda
53.	Birendra Prasad	Ramchandra Prasad	Jagdishpur	Nirpur	Nalanda
54.	Satendra Prasad	Ramchandra Prasad	Paharpur	Deora	Jahanabad
55.	Sahilendra Prasad	Sukhdeo Prasad	Paharpur	Deora	Jahanabad
56.	Rajeshwar Prasad	Raghunandan Pd.	Basdih	Basdih	Nalanda
57.	Devendra Prasad	Ramchandra Prasad	Paharpur	Deora	Jahanabad
58.	Gorakh Prasad	Ramu Prasad	Paharpur	Deora	Jahanabad
59.	Umesh Prasad	Basudeo Mahato	Maghada	Deo Nagar	Nalanda
60.	Rajendra Prasad	Bhagwat Prasad	Fajillapur	Nagar Nausa	Nalanda
61.	Mahendra Prasad	Rajendra Prasad	Fajillapur	Nagar Nausa	Nalanda
62.	Sunil Prasad	Lakhand Singh	Kanjas	Ekangar Saray	Nalanda
63.	Kapil Prasad	Sharan Prasad	Badi Sangat	Nohata Fatuha	Patna
64.	Pramod Kumar	Ramdahin Singh	Bishunpur	Nagar Nausa	Nalanda
65.	Sharad Kumar	Ramdahin Singh	Bishunpur	Nagar Nausa	Nalanda
66.	Devendra Kumar	Indradeo Prasad	Faridpur	Badhauna	Patna
67.	Hari Prasad	Ramchandra Mahto	Daniyanwan	—	Patna
68.	Ranjit Kumar	Jagdish Prasad	Kishmiriya	Fatuha	Patna
69.	Bhushan Prasad	Ram Lakhan Prasad	Dulchandpur	Rahui	Nalanda
70.	Rakesh Kumar	Birjnandan Prasad	Dulchandpur	Rahui	Nalanda
71.	Sanjeev Kumar	Balmiki Prasad	Mohadipur	Bind	Nalanda
72.	Kamlesh Kumar	Golul Prasad	Datu Bigaha	Ekangar Sarai	Nalanda
73.	Indradeo Mahato	Sitaram Mahato	Faridpur,	Bardhauna	Patna
74.	Ram Bachan Paswan	Krishna Paswan	Daniyanwan	—	Patna
75.	Ramchandra Mahato	Late Jagarnath Mahto	Kishmiriya	Fatuha	Patna
76.	Amar Kumar Pandey	Baijnath Pandey	Bankipur	Gorakh	Patna
77.	Rakesh Kumar	Sat Bhushan Singh	Fatuha	Fatuha	Patna
78.	Pradeep Kumar	Jago Prasad	Nai Saray	Bihar Sarif	Nalanda
79.	Ramjani Singh	Ramduli Singh	Ghuranpura	Fatuha	Patna

Sl.No.	Worker's Name	Father's Name	Village	Post	Distt.
80.	Dilip Kumar	Ram Lakhan Singh	Top	Fatuha	Patna
81.	Awadhesh Kr. Verma	Ramchandra Saw,	Kachahariya	Kanchariya	Nalanda
82.	Umesh Prasad Singh	Late Jag Lal Singh	Sarthua top	Top	Patna
83.	Prasidh Kumar Sinha	Laxmi Narayan Singh	Chhittar Bigha	—	Nalanda
84.	Laxmichand Prasad	Mudal singh	Akaid Chandi	—	Nalanda
85.	Umesh Prasad	Saryug Prasad	Badi Sangat	Fatuha	Patna
86.	Shailendra Prasad	Ramchandra Prasad	Paharpur	Ghosi	Nalanda
87.	Shiv Kumar Prasad	Sitaram Prasad	Jirwa Khandha	—	Nalanda
88.	Madhusudan Prasad	Rameswar Ram	Kudwapar	Nagar Nausa	Nalanda
89.	Shyam Babu Chaudhari	Ram Swarup Chaudhari	Chhoti Hasanpur	Khushrupur	Patna
90.	Binod Kumar	Raghubir Ram	Devichak	Fatuha	Patna
91.	Ajay Kumar	Jageshwar Ram	Station Road	Fatuha	Patna
92.	Dhirendra Prasad	Ram Swarup Singh	Gori Pundah	Fatuha	Patna
93.	Kishore Kumar	Goind Prasad	New Babu Bazar	Aarah	Bhojpur
94.	Bijindra Prasad	Shiv Charan Prasad	Aligunj	—	Jahanabad
95.	Raj Mohan Sinha	Narbdeshwar Prasad	Raipura	Fatuha	Patna
96.	Brije Paswan	Bhagwar Paswan	Balwapar	Yogipur Hilsa	Patna
97.	Sanjay Kumar	Krishan Prasad	Chaurasi	Nagan Nausa	Nalanda
98.	Ramjee Prasad	Bechan Prasad	Satrajjabad	Karaiy Parasuray	Nalanda
99.	Raj Kishora Paswan	Sitaram Paswan	Kangali Bigaha	Khapurqa	Nalanda
100.	Arbind Prasad	Chhotu Saw	Kalyanpur	Fatuha	Patna
101.	Bimal Kriti Bhatt	Dhirendra Mohan Bhatt	Laxman Sahay Lane	—	—
102.	Anuj Kumar	Indra Prasad Singh	Sarthua	Top	Patna
103.	Lalitesh Prasad	Ramdeo Pd. Singh	Chitamanchak	Gowasa	Patna
104.	Ramkrishna Chand Prasad Sinha	Sitaram Pd. Sinha	Musahari Kistipur	Chandi	Nalanda
105.	Shailendra Kumar Sinha	Chandeshwar Prasad Singh	Singariyanwan	Singariyanwan	Patna
106.	Rajiv Kumar	Balmiki Singh	Chandanpur	Ali Nagar	Munger
107.	Kaushlendra Ranjan	Nawal Kishore Sinha	Bhusanda	Bniyadganj	Gaya
108.	Bimal Singh	Bhatu Singh	Sndaut	Hilsa	Nalanda
109.	Abhay Kumr	Balram singh	Pachrukhiya	Baikatpur	Patna
110.	Siddhnath Prasad	Budhan Ram	Bintoli	Arrah	Bhojpur
111.	Satendra Prasad Singh	Sadhu Sharan Prasad Singh	Raypura	Fatuha	Patna
112.	Mithlesh Prasad	Sri Shukhdeo Prasad	Gulani	Bhokilapur	Nalanda
113.	Basant Singh	Kriti Narayan Singh	Gajendra Bigha	Bhokilapar Hilsa	Nalanda
114.	Upendra Kumar	Ram Lakhan Prasad	Gajendra Bigha	Bhokilapar Hilsa	Nalanda
115.	Rabindra Kumar	Raghubansh Pd. Singh	Soradih Harnaut	Soradih Harnaut	Nalanda
116.	Upendra Prasad	Siya Saran Prasad	Jahanpur	Pabheda Dhanuruwa	Patna
117.	Ram Prawesh Prasad	Gobind Prasad	Maksudpur	Shahanjahpur Fatuha	Patna
118.	Anil Kumar	Bangali Lal Verma	Daniyawan	Daniyawan	Patna
119.	Mani Lal Prasad	Shyam Narayan Prasad Singh	Pendapur	Kawa Hilsa	Nalanda
120.	Ajay Kumar	Hari Prasad	Daniyawan	Daniyawan	Patna
121.	Anil Kumar Sinha	Hanumant Lal Sahay	Mohan Nagar	Chhapra	Saran
122.	Jai Prakash Srivastava	Raj Narayan Prasad	Kolhuwa	Kolhuwa	Siwan
123.	Anil Kumar	Durga Prasad	Shanti Ashram	Chiraiya Tand	Patna

Sl.No.	Worker's Name	Father's Name	Village	Post	Distt.
TRAFFIC DEPARTMENT					
124.	Ashok Kumar	Dwarika Pd. Singh	Lachchhu Bigaha	Mahanandpur	Nalanda
125.	Jitendra Prasad	Ramprit Singh	Lasgari Chak	Parsa Fatuha	Patna
126.	Anil Kumar	Prasadi Singh	Vidyapuri	Hilsa	Nalanda
127.	Satendra Kumar	Sri Chand Prasad	Station Road	Hilsa	Nalanda
128.	Ram Prawesh Ram	Basant Paswan	Bishunpur	Nagar Nausa	Nalanda
129.	Ram Anil Kumar	Chandeshwar Pd. Singh	Jirwakhanda	Chiksaura	Nalanda
130.	Anil Kumar	Siddheshwar Prasad	Bhareti	Yogipur Hilsa	Nalanda
131.	Ram Jatan Ram	Basudeo Ram		Hilsa	Nalanda
132.	Bachchu Kumar	Lakhan Prasad	Dularchandpur	Rahui	Nalanda
133.	Birmani Prasad	Siddheswar Prasad	Gudaru	Islampur	Nalanda
134.	Mahendra Prasad	Gurushran Singh	Nohta Kothi	Fatuha	Patna
135.	Awadhesh Kumar	Ramchandra Singh	Budhuchak	Fatuha	Patna
136.	Ratnesh Kumar Sinha	Late Jaglal Singh	Station Road	Fatuha	Patna
137.	Rakesh Kumar	Jaykrishna Prasad	Lila House Mitanghat	Gorhatta	Patna
138.	Stendra Prasad	Ramkeshwar Prasad	Shakarpura	Bhobhi Nagar Nausa	Nalanda
139.	Rajnish Kumar	Harihar Prasad	Barabigaha	Bhobhi	Nalanda
140.	Arun Kumar	Sukhlali Mahato	Daniyawan	Daniyawan	Patna
141.	Jitendra Prasad	Jayram Prasad	Mukundan Bigaha	Jaitpur Bhathhar	Patna
142.	Chaudhari Anil Kumar	Chaudhari Ram Awatar Prasad	Amraura	Tharthari	Nalanda
143.	Nikhil Kumar Mishra	Anand Kumar Mishra	Jatanwar	Varanasi	U.P.
144.	Kamlesh Kumar Singh	Dharamraj Singh	Shahjahanpur	Shahjahanpur	Patna
145.	Rajani Kant Rakesh	Shiv Narayan Singh	Maksudpur	Shahjahanpur	Patna
146.	Mannu Kumar	Balimiki Singh	Kaji Bigaha	Singriyawan	Patna
147.	Tuntun Kumar	Shivbalak Singh	Jiwanchak	—	Patna
148.	Anil Kumar Sukla	Devi Prasad Shukla	Jalilpur	Varanasi	U.P.
149.	Dharambir Prasad	Jagdish Prasad	Amaita	Harnaut	Nalanda
150.	Anita Devi	Dharmendra Kumar	Mora Talab	Rahui	Nalanda
151.	Sanjay Kumar	Indradeo Mahato	Bada	Noorasary	Nalanda
152.	Sujanti Devi	Jatat Narayan Prasad	Seuda	Harnaut	Nalanda
153.	Kukum Sinha	Birendra Kumar	Maujipur	Fatuha	Patna
154.	Pramod Kumar	Raghubir Ram	Devichak	Fatuha	Patna
155.	Sudhir Kumar	Surju Lal	Station Road	Fatuha	Patna
156.	Amar Kumar	Moti lal	Station Roada	Fatuha	Patna
157.	Ranjeet Kumar	Ram Lakhan Ram	Rasalpur Karay	Parasurai	Nalanda
158.	Satendra Kumar	Bhairo Ram	Prurani Chowk	Nohta Fatuha	Patna
159.	Chandan Kumar Singh	Jit Narayan Singh	Singariyawan	Fatuha	Patna
160.	Arjun Kumar	Nanhaku Mahato	Korawa	Hilsa	Nalanda
161.	Uday Kumar	Nandan Ram	Nawdiha	Dhuganw	Nalanda
162.	Vinay Kumar	Basudeo Prasad	Har Mandir Gali	Patna City	Patna
163.	Hari Nandan Ram	—	—	—	—
164.	Surendra Prasad	—	—	—	—
165.	Anil Kumar	Saryug Prasad	Diwan Mohalla	Patna	Patna
166.	Aanand Suman	Sumeshwar Prasad Suman	Mitanghat	Gurhatta	Patna
167.	Stendra paswan	Late Ramdeo Paswan	Daniyawan	Patna	Patna

2. The case is received from the Ministry of Labour on 11.09.2002 alongwith FOC Report. After notice both parties appeared, the workman files their written statement on 13.01.2003. But, the management files their written statement-cum-rejoinder on 04.08.2003. Thereafter rejoinder and document filed by the parties. Documents of workmen marked as Ext. W-1 to W-28 as well as documents of management marked as Ext. M-1 to M-3.

Two witnesses examined on behalf of the workman. No witness produced by the management.

3. The workmen filed Written notes of argument in which they submitted list of 37 workman. He also files 37 affidavits of workmen alongwith document barring rest.

The thirty-seven workmen's list is given below:—

List of Carriage Department Employee

Sl.No.	Name	Father's\Husband's Name	Village	Post	Police S.	Distt.
1.	Bhusan Prasad	Sitaram Prasad	Girwa Khanda	Hilsa		Nalanda
2.	Brijnandan Prasad	Lt. Chokh Narayan Pd.	Station Road Suryamil	Fatuha	Fatuha	Patna
3.	Ashok Kumar	Ram Chandra Ram	Chhotidevi Asthan	Shalugung	Bihar Sharif	Nalanda
4.	Shyam Kishore Prasad	Babulal Prasad	Purani Chowk Nohta	Fatuha	Fatuha	Patna
5.	Kundan Singh	Jit Narayan Singh	Sigriyawan	Sigriyawan		Patna
6.	Nandu singh	Kamla Singh	Tiwari Gali	Chhoti Patan Devi		Patna

List of Engineering Department Employees

7.	Vijay Kumar	Shivjee Mahto	Murdalichak	Damodarpur	—	Nalanda
8.	Rabindra Kumar	Kuldeep Ram	Daniyawa	Daniyawa	—	Patna
9.	Mahendra Ram	kesho Ram	Saidpura	Nagarnausa	—	Nalanda
10.	Umesh Ram	Bachhu Ram	Saidpura	Nagarnausa	—	Nalanda
11.	Ajay Kumar	Hari Prasad	Daniyawa	Daniyawa	—	Patna
12.	Yamuna Mistry	Ram Iswar Mistry	Daniyawa	Daniyawa	—	Patna
13.	Arbind Kumar	Mahabir Prasad	Chandu Bigha	Hilsa	—	Nalanda
14.	Rajesh Kumar	Bhagwat Prasad	Fajilapur	—	Nagarnausa	Nalanda
15.	Birendra Prasad	Ram Chandra Prasad	Jagdishpur	Nirpur	—	Nalanda
16.	Hari Prasad	Ram Chandra Mahato	Daniyawa	Daniyawa	—	Patna
17.	Sanjeev Kumar	Balmiki Prasad	Mahandipur	Bind	Bind	Nalanda
18.	Umesh Prasad	Basudeo Mahto	Maghra	Maghra		Nalanda
19.	Nagina Paswan	Nanhku Paswan	Ashulpur	Nagarnausa		Nalanda
20.	Birendra Kr. Singh	Ganauri Pd. Singh	Kismirichak			Nalanda
21.	Madhusudan Prasad	Rameshwar Ram	Kurwapur	Nagar Nausa		
22.	RajMohan Sinha	Narmadeshwar Prasad	Raipura	Fatuha	Fatuha	Patna
23.	Ajay Kumar	Mohan Ram	Murera	Bakipur	Machh- riyawan	Patna
24.	Sudhir Kumar	Sarjug Prasad	Paharpur	Dewra		Jahanabad
25.	Sanjay Kumar	Bandho Mahto	Kewaidih	Nursarai		Nalanda

List of Traffic Department Employees

26.	Sudhir Kumar	Sarju Lal	Station Road	Fatuha	Fatuha	Patna
27.	Satendra Kumar	Bhairo Ram	Purani Chowk	Nahata	Fatuha	Patna
28.	Ram Jatan Ram	Basudeo Ram				Nalanda
29.	Awadhesh Kumar	Ramchandra Singh	Budhuchak			Patna
30.	Anil Kumar Shukla	Devi Pd. Shukla	Jalilpur			Banarsi (UP)
31.	Dharambir Prasad	Jagdish Prasad	Amaita		Harnaut	Nalanda
32.	Anita Devi	Dharmendra Kumar	Mora Talab	Mora Talab	Rahui	Nalanda
33.	Sujanti Devi	Jagat Narayan Prasad	Sauda	Harnaut	Nalanda	
34.	Amar Kumar	Moti Lal	Station Road	Fatuha		Patna
35.	Sateyendra Kumar	Shrichand Prasad	Station Road	Hilsa		Nalanda
36.	Chandan Kr. Singh	Jit Narayan Singh	Sigariyawo	Fatuha		Patna
37.	Sateyendra Paswan	Late Ramdeo Paswan	Daniyawa	Daniyawa	—	Patna

4. The short point to be decided in the reference, whether the workman is to be absorbed in the Eastern Railways Patna or not.

5. The workmen claims that they were employees of Fatuha Islampur light Railway after the Nationalization and merger of Fatuha slampur light Railway in the Eastern Railway Patna, they are to be given employment. Fatuha Islampur light Railway sent the list of its employees but with melafied intention did not submit the list of 168 employee of Fatuha Islampur Light Railway to Eastern Railways Patna. Eastern Railways gave others job. But present 168 workmen are left.

6. It is the case of the present workmen, that though they were given employment in Fatuha Islampur Railway, the Erstwhile Islampur Railways did not submit the present workmen's name for absorption, for which the dispute arose.

7. The workmen also filed photo copy of appointment letter, duty slip and many other documents to prove that they were working on the appointed day of Nationalization in the Fatuha Islampur Light Railway. Which show that the management issued the same to them.

8. The management Eastern Railways counsel submitted that the names, which is submitted by Fatuha Islampur light Railways have been given job. Since the names of the workmen was not there in the list, they did not give employment, nor they have any knowledge.

9. But before this Tribunal, the concerned workmen submitted the appointment letters given to them by Fatuha Islampur light Railways before 1985, and also files the payment vouchers, as well as many original documents marked as Ext. 3 to 28 which show the workmen work before 1985, that the workmen concerned were working under Islampur Railway but it is felt that the management Islampur Railways in a malafide intention did not recommend the names of the workmen concerned.

10. Since the workmen concerned were the employees of Fatuha Islampur light Railways, they be given employment in Eastern Railways Patna at once with continuity of service.

11. Considering the facts and circumstances of this, I hold that the action of the management of Eastern Railway, Danapur in denying absorption of workmen/S/Shri Brajesh Kishore Sinha and others, but the above mentioned 37 concerned workmen be given employment within two months. If they are not given job within two months *i.e.* within 60 days from the date of publication of the award, they are to be paid Rs. 10,000/- per month each from the sixty first day. If the Railway management prays for time to given employment to this Tribunal within two months from

the date of publication of award the Tribunal may grant time without imposing the Rs. 10,000/- as ordered supra, as otherwise the order passed above will be enforceable on the 61th day.

This is my award.

R.K. SARAN, Presiding Officer

नई दिल्ली, 25 मई, 2015

का.आ. 1114.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार उत्तर पूर्व रेलवे के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण लखनऊ के पंचाट (संदर्भ संख्या 49/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21/05/2015 को प्राप्त हुआ था।

[सं एल-41012/74/2007-आईआर (बी-1)]

सुमति सकलानी, अनुभाग अधिकारी

New Delhi, the 25th May, 2015

S.O. 1114.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 49/2007) of the Central Government Industrial Tribunal-Cum-Labour Court, Lucknow as shown in the Annexure, in the Industrial dispute between the management of North East Railway and their workmen, received by the Central Government on 21/05/2015.

[No. L-41012/74/2007-IR(B-I)]

SUMATI SAKLANI, Section Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, LUCKNOW

Present :

Shri Rakesh Kumar, Presiding Officer

I.D. No. 49/2007

Ref. No. L-41012/74/2007-IR(B-1) dated: 21.09.2007

BETWEEN

Executive Member

North East Railway Shramik Sangh,
C/o Sri D.P. Awasthi, 49, Tilak Nagar
Lucknow

AND

1. Divisional Railway Manager (Per)
North East Railway,
Ashok Marg,
Lucknow

2. Senior DME (Power)
North East Railway
Lucknow

AWARD

1. By order No. L-41012/74/2007-IR (B-1) dated 21.09.2007 the Central Government in the Ministry of Labour, New Delhi in exercise of the powers conferred by clause (d) of sub section (1) and sub section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) referred this Industrial dispute between Executive Member, North East Railway Shramik Sangh C/o Sri D.P. Awasthi, 49, Tilak Nagar, Lucknow and the DRM (Personnel); North Eastern Railway, Ashok Marg, Lucknow and Sr. D.M.E. (Power) North Eastern Railway, Lucknow for adjudication.

2. The reference under adjudication is:

"Whether the Action of the Management of North Eastern Railway in not giving 30% running allowance to Sri Prem Chand, Diesel Assistant while absorption on Lower Division Clerk, is legal and justified? If not, to what relief the concerned workman is entitled?"

3. Applicant Sh. Prem Chand has submitted a claim statement dated 07.01.2008 before this Tribunal, stating therein that he was appointed as Cleaner on 06.05.1967. He was promoted as Fireman in the year 1984. He was further promoted to the post of Diesel Assistant in the year 1991 and was posted under North Eastern Railway, Gonda. The workman further submitted that on 12.10.1998 he was sent to Railway Hospital for periodical medical examination and he was declared unfit in category A-1 but fit in category A-2. That the necessity arose to decategorise and absorb him in any other category keeping in view to protect his pay which he was taking before absorption in decategorised category. The workman stated that working as Diesel Asstt. in Diesel Lobby, Gonda he was taking salary in grade of Rs. 3050/4590 at Rs. 4590/- and he was also taking 30% of his pay as running allowance/mileage in addition to his pay which comes at Rs. 4590+1377-5967/- as pay excluding DA & other allowances admissible from time to time. The workman stated that as per the existing Rules in Railway the workman is entitled for his posting against any post on decategorisation due to medical unfitness in his original category after giving him benefit of 30% mileage/running allowance on his pay and he was to be absorbed in basic pay of Rs. 5967/- It is further stated opposite party violated the rule by not giving 30% extra as mileage while absorbing the workman due to decategorisation. The workman further submitted that similarly situated cases were of S/Sr Vishwanath Rai, Diesel Asstt. Diesel Lobby, Gonda, Vashish Kumar Misra, Gonda and Sri Hanbans Lal Srivastava was Diesel Assistant and absorbed on the post of Sr. Clerk in pay scale (4500-125-7000). The workman submitted that he had sent several representations for redressal of his grievances but the

opposite party did not pay need to his request. The said workman was prayed to give the direction to North Eastern Railway to pay 30% running allowance to workman and absorb him in the pay scale of Rs. 4500-7000 at pay of Rs. 5875+92 personal pay.

4. On behalf of the opposite party Nos. 1 & 2 written statement M-9 dated 08.07.2009 was filed before this Tribunal. The facts mentioned in the written statement and the specific averments emphasize that the claim statement is absolutely false and fabricated without any substantive evidence. The opposite parties have also pleaded that workman was appointed on 07.09.1996 on the post of Engine Cleaner and on 01.01.1984 he was promoted as Fireman. Fireman and Diesel Assistant are in the same pay scales. The opposite party stated that Railway Manual para 1313 (2B) denied the pay protection. Pay protection is given in case of injuries caused Railway Rule Manual para 1313(2B) and since the workman was not decategorised due any injury caused, therefore, he is not entitled for pay protection. Accordingly, the opposite parties have prayed that the claim of the workman's union is liable to be rejected without any relief to the workman concerned.

5. The workman's union has filed its rejoined wherein apart from reiterating the averments already made in the statement of claim have introduced nothing new.

6. The parties have filed documentary evidence in support of their respective pleadings and workman's union has examined the workman whereas the management has examined Shri Nasim Akhtar. UDC, DRM Office, NER, Lucknow in support thereto. The parties availed opportunity to cross-examine the witnesses of each other apart from forwarding oral arguments.

7. Head learned authorized representatives of the parties at length and perused entire evidence on record in light thereto.

8. The authorized representative of the workman's union has contended that on decategorisation on medical grounds the workman was entitled for pay protection and 30% running allowance in view of Rules 1307 and 1308 and 1313 of the Indian Railway Establishment Manual, hereinafter referred to as Manual.

9. In rebuttal, the authorized representative of the management has submitted that the pay protection is admissible to the workman under para 1313 (b) of the Manual; whereas the workman has been categorized due to illness, therefore, pay protection is not admissible to him under para 1313(a).

10. I have given my thoughtful consideration to the rival contentions of the parties and scanned the documentary and oral evidence adduced by the parties.

11. Admittedly, the workman, Prem Chand was decategorised on medical grounds and absorbed on the post of Lower Division Clerk in the pay scale of Rs. 3050-4590/ and his pay was fixed at Rs. 4590/-. The case of the workman's union is that the workman was entitled for pay protection, including running allowance, as per provisions contained in Rules 1307, 1308 and 1313 of the Manual.

Per contra, the management's case, is that the workman was not entitled for pay protection/running allowance as he was decategorised on medical grounds under para 1313 (b) of the Manual.

12. Thus, for the just appreciation of the case, it would be prudent to go through the provisions contained in Rules 1313 (a), 1307 & 1308 of the Manual, which are re-produced as under:

1313. Fixation of Pay.

(a) On absorption in an alternative post, the pay of the railway servant decategorised on account of circumstances which did not arise out of an in the course of his employment will be fixed at a stage corresponding to the pay previously drawn in the post held by him before decategorisation. If there is no such stage in the post in which he is absorbed, he may be given the stage just below the pay previously drawn by him. *For running staff, the fixation will be based on basic pay plus a percentage of such pay in lieu of running allowance as may be in force.*

1307. Absorption in alternative employment to be circularized. If an when a railway servant is absorbed in an alternative post, intimation will be sent by the officer, under whom he was previously serving, to all other officers to whom his name was notified. On receipt of such intimation, his name will be deleted from the registers. Similarly, the name of any railway servant who refuses to accept one or more offers of alternative appointment till the time of expiry of the leave will also be deleted and all concerned offices informed.

1308. Before any post is filled on a promotion is ordered, officers concerned will refer to their registers and satisfy themselves that no medically incapacitated railway servant who is suitable for the post is available. Such medically incapacitated railway servant will under all circumstances be given preference over a surplus retrenched or demoted railway servant and with shorter service."

A bare perusal of the above Rules goes to show that an employee who gets decategorised on medical grounds will be absorbed in an alternative post. While fixing the pay of such decategorised employee who is absorbed in another post, it is provide in Rule 1313 (a) that "**for running**

staff, the fixation will be based on basic pay plus a percentage of such pay in lieu of running allowance as may be in force". Since the workman was a Diesel Assistant, who was a running staff, therefore, in view of above Rule he was entitled for running allowance while making his pay fixation.

13. Therefore, in view of the facts and circumstance of the case and discussions made hereinabove; I am of considered opinion that the workman, Prem Chand while being absorbed on the post of Lower Division Clerk should have been given 30% running allowance as per Rules and the action of the management of the North Eastern Railway in denying the workman the same is neither legal nor justified; and accordingly I come to the conclusion that the workman, Prem Chand is entitled for running allowance under Rules. The opposite party/management is directed to make payment accordingly to the workman within two months from the date on which this Award is notified by the Government of India.

14. The reference under adjudication is answered accordingly.

15. Award as above.

LUCKNOW
06th May, 2015.

RAKESH KUMAR, Presiding Officer

नई दिल्ली, 25 मई, 2015

का.आ. 1115.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों का बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या 143/96) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21/05/2015 को प्राप्त हुआ था।

[सं एल-12012/45/95-आईआर (बी-1)]

सुमति सकलानी, अनुभाग अधिकारी

New Delhi, the 25th May, 2015

S.O. 1115.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 143/96) of the Cent. Govt. Indus. Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen, received by the Central Government on 21/05/2015.

[No. L-12012/45/95-IR (B-I)]

SUMATI SAKLANI, Section Officer

ANNEXURE
BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
JABALPUR

No. CGIT/LC/R/143/96

Shri Mahendra Kumar Gubrele
 Through Dr. Nirmal Dubey,
 Dy. General Secretary,
 State Bank & Assistant Bank Employees Union
 Near Jain Mandir, Jabalpur

...Workman/Union

Versus

Assistant General Manager,
 Regional-I, State Bank of India,
 Divisional Officer,
 Marhatal, Jabalpur.

...Management

AWARD

Passed on this 7th day of May, 2015

1. As per letter dated 10-06-96 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal Under Section-10 of I.D. Act, 1947 as per Notification No. L-12012/45/95-IR(B-I). The dispute under reference relates to:

"Whethere the action of the management of State Bank of India, Jabalpur (MP) in terminating the services of Shri Mahendra Kumar Gubrele, Ex Messenger, Jawahrganj Branch *vide* order dated 5-11-93 and order passed by Appellate Authority dated 21.2.94 terminating his services is legal? If not, to what relief the workman is entitled to?"

2. After receiving reference, notices were issued to the parties. On behalf of workman, statement of claim is submitted by Asstt. General Secretary Nirmal Dubey of State Bank Employees Union Jabalpur at Pages 3/1 to 3/4. Case of Ist party is that workman Mahendra Kumar Gubrele was member of above said Union. Union is registered under Trade Union Act, 1926. Working was employed by IInd party on post of messenger by Asstt. General Manager from 24.1.1982. The services of workman were terminated *vide* order dated 5-11-93. Before terminating his services, chargesheet was issued to workman on 27.5.92. The allegations in chargesheet were vague and false. The reply submitted by workman was not considered by IInd party. Enquiry was set up against him. Enquiry conducted against workman was merely formality. Enquiry Officer was appointed to paid employees of the Bank. Enquiry cannot be expected from such persons. Enquiry Officer acted as prosecutor other than judge. Enquiry was not conducted as per rules without following proper procedure. All witness of management were allowed to sit

together at time of their evidence. Evidence was not properly recorded. Enquiry Proceedings was not properly maintained. It is alleged that Enquiry Officer forcibly obtained signautre of workamn on blank papers. The evidence in Enquiry Proceedings was not read over to workman. workman was not allowed to remain present. Enquiry was conducted . When evidence of management's witness was recorded, workman was not given opportunity to cross-examine management's witness. Enquiry Officer recorded evidence of management's witness. Workman was not given opportunity for defence. Principles of matural justice were not followed, enquiry conducted against workman is vitiated. The findings of Enquiry Officer are perverse. As enquiry against workman is illegal, the punishment imposed on basis of report of Enquiry Officer is illegal. On such ground, it is prayed that workman be reinstated with full back wages.

3. IInd party filed Written Statement at pages 7/1 to 7/9 opposing claim of the workman. Case of IInd party is workman was appointed on post of messenger at Jawaharganj Branch. He committed theft of cheque No. 825196 and 679511. Those cheques were stolen from check book bearing No. 8251181 to 825200, 679500 to 679520. Those cheques were misused by the workman for personal gain. The relevant cheque books were not issued by the Bank to any customers. Workman had purchased various articles worth Rs. 17,000/- from M/S Boon Electronics Jabalpur. Cheque No. 8251961 was issued by workman on 10.3.92 for amount of Rs. 17,000/- in favour of M/S Boon Electronics. Said cheque was presented for clearing by M/S Boon electronics on 25.3.92 through Vajaya Bank Jabalpur. Workman used to collect cheques pertaining to Jawaharganj Branch of the Bank. It is alleged that workman changed Cheque No. 679511 in place of earlier cheque No. 825196. It is alleged that when cheque was not received back, amount of Rs. 17,000/- was credited to account of Boon Electronics by Vijaya Bank. When it had come to notice of M/S Boon Electronics that the cheque was forged, the goods sold to workman were got back from him and the amount of Rs. 17,000/- credited to account of Boon Electronics by Vijaya Bank. When it had come to notice of M/S Boon Electronics that the cheque was forged, the goods sold to workman were got back from him. The amount of Rs. 17,000 credited to account of M/S Boon Electronics was returned to Vijaya Bank.

4. Workman was served with chargesheet on 25.5.92 alleging workman attempted to cheat the Bank. Theft of cheque misusing the cheques for purchasing articles from Boon Electronics etc. The workman *vide* letter dated 27.3.92 admitted forgery by him. *Vide* letter dated 5.7.92, he denied from his admission contending that he was on medical leavy during the relevant period, he was mentally upset. The opinion of handwriting expert was that the writing on disputed documents was of the workman. The enquiry was conducted, various notices were issued to workman enquiry was adjourned time to time. Ultimately the enquiry

was proceeded *ex parte* as workman failed to appear and participate in enquiry. Enquiry Officer submitted his report. Showcause notice was issued to workman. Considering gravity of proved misconduct, workman was dismissed from service as per order dated 5.11.93.

5. It is further submitted that workman challenged order of his dismissal filing appeal. The appeal was also disposed. Workman had challenged order of his dismissal filing Writ Petition No. 2624/94. The Writ Petition was dismissed on the ground that alternate remedy under ID Act was available. IInd party reiterated that enquiry conducted against workman allowing opportunity for defence. The principles of natural justice were followed. Workman did not participate in the enquiry despite repeated notices. Enquiry is illegal. For proved charges, punishment of dismissal imposed against workman is legal. Workman is not entitled to any relief.

6. As per order dated 15.7.2014, enquiry conducted against workman is found proper and legal.

7. Considering pleadings on record and findings on issue, the points which arise for my consideration and determination are as under. My findings are recorded against each of the them for the reasons as below:—

- | | |
|--|--|
| (i) Whether the misconduct alleged against workman is proved from evidence in Enquiry proceedings? | In Affirmative |
| (ii) Whether the punishment of dismissal imposed against workman is proper and legal? | In Affirmative |
| (ii) If not, what relief of the workman is entitled to?" | Workman is not entitled to any relief. |

REASONS

8. As discussed above, enquiry conducted against workman is found proper and legal. The question whether misconduct alleged against workman are provide needs to be decided on basis of evidence recorded in Enquiry Proceedings. Though workman had filed affidavit of his evidence, on the point of preliminary issue, he not appeared for cross-examination. When case was fixed for evidence on other issues, the workman failed to adduce evidence. From evidence of management's witness Shri Narayan Jetha Enquiry Officer, the documents of enquiry are provide. The charge sheet against workman is at Page 8/4. The charges against workman relates to theft of Cheque No. 825196 and 679511 issued by the workman. He had purchased certain articles from M/S Boon Electronics for Rs. 17,000/- and issued Cheque No. 825196 on 1-3-92, workman had changed said cheque substituting by cheque No. 679511 in place of 825196. That workman had attempted to defraud the Bank, misusing the Bank's cheques. *Vide*

letter Exhibit M-14, workman retracted his admission for charges *vide* letter dated 5-7-92. He denied charges against him. As per Enquiry Record, his statements were recorded but when charges were explained to workman, he denied the same. As per Enquiry Proceedings at page 8/10, Presenting Officer Mr. P.D. Soni produced documents. Enquiry Proceedings dated 23-11-92 finds reference. The copies of documents were supplied to workman. Copies of documents earlier produced were also supplied to him. The brief details of the documents produced by Presenting Officer are PX-1 zerox copy of cheque No. 679511, PEX-2-zerox copy of memo dated 21-3-92, PEX-3 is explanation submitted by workman dated 27-3-92. Bill No. 302 dated 26-3-92 issued by Boon Electronics to workman is PEX-4, acknowledgement of Rs. 17000/- deposited by M/S Boon Electronics is PEX-5, copy of letter addressed to Dy. General Manager is marked at PEX-6. Order of suspension of workman dated 2-4-94 is PEX-7, copy of chargesheet issued to workman PEX-8. Copy of opinion of handwriting expert is PEX-9. It is pertinent to note that handwriting expert and proprietor of M/S Boon Electronics are not examined as witness. The Enquiry Proceedings at Page 8/14 to 8/19 shows statement of Presenting Officer narrating the case of management as per the documents produced on record. That workman had attempted to commit fraud of Rs. 17,000 issuing bogus cheque to Boon Electronics. Proprietor of M/S Boon Electronics Salim Khan returned amount of Rs. 17,000/- to Vijaya Bank. The narration of management's case as per documents is difficult to be accepted as a substantive evidence. Zerox copy of letter dated 27-3-92 is produced at Page 8/24 of the Enquiry Proceedings. Copy of Bill is at Page 8/25 of Enquiry Proceedings. Letter written by Salim Khan proprietor of Boon Electronics is at Page 8/26. Copy of opinion of handwriting expert produced at Page 8/31 shows that the writing on disputed cheque was of workman. Ist party workman did not cross-examine the Presenting Officer.

9. Learned counsel for IInd party Shri Ashish Shroti submits that the non-examination of Salim Khan Proprietor of Boon Electronics, non-examination of handwriting expert would not be material. Even if the statement recorded by Enquiry Officer or Presenting Officer Mr. Soni is considered only as narration of case, charges against workman are substantiated on the documents produced by Presenting Officer who was Branch Manager of Jawaharganj branch. It is submitted that charges against workman are made out from the documents produced on record. The copies of documents supplied to workman, he has not denied genuiness of the documents. Learned counsel submits that charges against workman are supported by some documentary evidence. It cannot be said that the charges against workman are not supported by any kind of evidence. It cannot be said that the case against workman is of no evidence. The statements of Presenting Officer Mr. Soni who was proprietor of Jawahar Branch certainly speaks

about theft of two cheques, those cheques were misused by workman. The cheque of Rs. 17,000/- was given to M/s. Boon Electronics. Workman has altered change on 21-3-92 when he was sent for clearing of cheques. When Shri Salim Khan came to know about forgery of cheque, he had taken back article sold to workman and he returned amount of Rs. 17,000 to Vijaya Bank.

10. The learned counsel for management Mr. Shrotri in support of his argument relies on ratio held in

Case of State Bank of India and others *versus* Narendra Kumar Pandey reported in 2013(2) SCC 740. Their Lordship dealing with exparte and nature of proof held in case of exparte enquiry, if charges are borne out from documents kept in normal course of business no oral evidence is necessary to prove those charges *i.e.* uncontroverted documentary evidence in such situation is sufficient to prove charges.

The evidence of Presenting Officer that above referred two cheque books were not issued to any of the customers, two cheque number given above were stolen by workman and misused the same. He received letter from Shri Salim Khan Proprietor of Boon Electronics about getting back the articles sold to workman and returning of Rs. 17,000 to Vijaya Bank. As per documents produced on record, workman has not participated in enquiry. The statement of Presenting Officer is not controverted, it cannot be said that the charges against workman are not supported by any kind evidence. Rather the charges are supported by the documentary evidence narrated above. Therefore findings of Enquiry Officer cannot be said perverse and illegal. I hold that the charges against workman are proved from evidence in Enquiry Proceedings. I therefore answer Point No. 1 in Affirmative.

11. Point No. 2—The charges proved against workman from evidence in Enquiry Proceedings pertains to committing theft of two cheque numbers *supra* and attempting to commit fraud of Rs. 17,000/- misusing those cheques. The workman had not participated in the reference proceeding. He filed affidavit of his evidence on Issue No. 1 but failed to appear for cross-examination. He failed to adduce evidence on other issues. Proved charges against workman relates to moral turpitude and integrity of workman is shaken. Therefore the punishment of dismissal imposed against workman cannot be said excessive and illegal. No interference is called for in the order of dismissal passed by Disciplinary Authority. I therefore record my finding in Point No. 2 in Affirmative.

12. In the result, award is passed as under:—

- (1) The action of the management of State Bank of India, Jabalpur (MP) in terminating the services of Shri Mahendra Kumar Gurbrele, Ex-Messenger is legal and proper.
- (2) Workman is not entitled to any relief.

R.B. PATLE, Presiding Officer

नई दिल्ली, 25 मई, 2015

का.आ. 1116.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण जबलपुर के पंचाट (संदर्भ संख्या 138/02) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21/05/2015 को प्राप्त हुआ था।

[सं एल-12012/151/2002-आईआर (बी-1)]

सुमति सकलानी, अनुभाग अधिकारी

New Delhi, the 25th May, 2015

S.O. 1116.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 138/02) of the Cent. Govt. Indus. Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen, received by the Central Government on 21/05/2015.

[No. L-12012/151/2002-IR(B-I)]

SUMATI SAKLANI, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR NO. CGIT/LC/R/138/02

General Secretary,
Daily Wages Bank
Employees Association,
9, Sanwar Road, Ujjain

...Workman/Union

Versus

Asstt. General Manager,
State Bank of India, Region-V,
Zonal Office, Hamidia Road,
Bhopal (MP)

...Management

AWARD

Passed on this 28th day of April, 2015

1. As per letter dated 30-10-02 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section-10 of I.D. Act, 1947 as per Notification No. L-12012/151/2002-IR(B-1). The dispute under reference relates to:

"Whether the action of the management of Assistant General Manager, State Bank of India, Bhopal in not regularizing the services of Shri Ashok Kumar Verma is justified? If not, what relief the workman is entitled for?"

2. After receiving reference, notices were issued to the parties. General Secretary of Daily Wages Bank Employees Association submitted statement of claim at Page 2/2 to 2/4 on behalf of workman. Case of Ist party is that workman was engaged as daily wage messenger/peon from 17-7-85 in GOP branch Indore. He worked for 70 days in the branch. He was discontinued from 10-10-85 as per settlement. He submitted application for permanent absorption. His name was in the panel list. During 1996-97, he was again engaged for work in the Bank. He was called for interview on 19-2-97. He was working as messenger under different Branch Managers. Workman alleged that employees completing less number of days than him were absorbed. Service of workman was not regularised. On such ground, he prays for regularization of his services. He also claims bonus under Section 8 of Payment of Bonus Act.

3. IInd party filed Written Statement at Page 7/1 to 7/9 opposing claim of workman. Preliminary objection is raised that Shri Ram Nagwanshi so called General Secretary of the Union was terminated from service. He is not competent to represent workman in the reference. IInd party did not dispute Ist party worked during the period 17-7-85 to 9-10-85. Workman was paid bonus of Rs. 100/- on 19-10-2001. As per settlements, considering the working days of workman, opportunity was given to him. Workman was engaged as casual employee on contract basis. Workman was free to come on next date. His discontinuation is covered under Section 2(oo)(bb) of ID Act. Workman had not completed 240 days continuous service. He is not covered as workman under Section 25 B of ID Act. Workman was called for interview on 19-2-97. He was found not suitable by interview board. It is denied that services of workman are terminated in violation of Section 25-F. Workman is not covered as employee under Section 25 B of ID Act, there is no violation of Section 25-F of ID Act. On such ground, it is submitted that employee is not entitled to any relief.

4. Considering pleadings on record, the points which arise for my consideration and determination are as under. My findings are recorded against each of them for the reasons as below:—

- | | |
|---|---------------------------------------|
| (i) Whether the action of the management of Assistant General Manager, State Bank of India, Bhopal in not regularizing the services of Shri Ashok Kumar Verma is justified? | In Affirmative |
| (ii) If not, what relief the workman is entitled to?" | Workman is not entitled to any relief |

REASONS

5. Workman is claiming regularization of his service contending that he completed 70 days working during 17-7-85 to 9-10-85. The document Exhibit W-1 shows that he worked for 70 days during above period. Exhibit W-2 is interview call issued to workman. Exhibit W-3 is reply submitted by IInd party before ALC. Working of 70 days by Ist party workman as per the settlement is admitted. Exhibit W-5 is copy of letter dated 15-3-91 given by Shri Ram Nagwanshi General Secretary. Exhibit W-6 is also submission on identical point. Exhibit W-7 is reply given by IInd party before ALC. W-8 is copy of application submitted by Union Representative before ALC contending the identical ground. In Exhibit W-9 working for 70 days and payment of bonus Rs. 100/- is admitted.

6. Workman filed affidavit of his evidence supporting his claim that he worked for 70 days during 17-7-85 to 19-10-85. He was again engaged by IInd party during 1996-97 on wages Rs. 45/- per day. He was discontinued from 1-4-97. He was called for interview on 9-2-97. He alleged the same foul practices in his selection. In his cross-examination, workman says appointment letter was not given to him in 1985, he worked for 70 days. As per settlement between management and Union, public notice was issued. He submitted application. He was interviewed on 19-2-97. He was not absorbed by Bank.

7. The evidence of management's witness Smt. Nirupa Joshi is clear that workman worked for 70 days during the relevant period. He not completed 240 days continuous service. Workman was engaged on daily wages. His discontinuation is covered under Section 2(oo)(bb) of ID Act. In her cross-examination, management's witness says she was working in the branch in 1985. Before engaging workman, any procedure was not followed. Attendance of workman was not maintained. He was paid wages Rs. 20/- per day under voucher. The vouchers are not produced. Workman was paid bonus. From payment of bonus Rs. 100/-, working days cannot be assumed. Workman was not paid retrenchment compensation, he was not served notice for termination. The evidence on above point is not relevant for deciding the question of denial of regularization to workman. Copy of settlement is produced at Exhibit M-1 & M-2. Parties are not in dispute that as per settlement,

employees working 30, 70, 240, 270 days during 1975 to 1988 were eligible for absorption on permanent post. The select list Exhibit M-6 shows that name of workman is included at Sl. No. 148 showing his working days 63. List Exhibit M-6 shows last candidates appointed was having 87 days working. The evidence of workmen does not show any candidate having less number of working days than him are appointed. Therefore claim for regularization of workman is not acceptable. So far as the pleading and evidence about termination of his service in violation of Section 25 of ID Act is beyond terms of reference and same cannot be considered. For reasons discussed above, I record my finding in Point No. 1 in Affirmative.

8. In the result, award is passed as under:—

- (1) The action of the management of Assistant General Manager, State Bank of India, Bhopal in not regularizing the services of Shri Ashok Kumar Verma is proper and legal.

- (2) Workman is not entitled to any relief.

R.B. PATLE, Presiding Officer

नई दिल्ली, 25 मई, 2015

का.आ. 1117.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मध्य रेलवे के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण जबलपुर के पंचाट (संदर्भ संख्या 181/03) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21/05/2015 को प्राप्त हुआ था।

[सं एल-41012/18/2002-आई आर (बी-1)]

सुमति सकलानी, अनुभाग अधिकारी

New Delhi, the 25th May, 2015

S.O. 1117.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 181/03) of the Cent. Govt. Indus. Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure, in the industrial dispute between the management of Central Railway and their workmen, received by the Central Government on 21/05/2015.

[No. L-41012/18/2002-IR(B-I)]

SUMATI SAKLANI, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

NO. CGIT/LC/R/181/03

Shri Ramesh Kumar,
S/o Shri Gulab Singh,
Near Shri Sitaram Bathare,

Village Jmunia, Nr. Rly. Station,
Guramkheri, Tehsil Sohagpur,
Distt. Hoshangabad (MP)

...Workman

VERSUS

Sr. Bridge Inspector (Constructions),
Central Railway,
Jhansi (UP)
Executive Engineer,
BRE, Central Railway,
Manmarh (Maharashtra)

...Management

AWARD

Passed on this 1st day of May, 2015

1. As per letter dated 17-11-2003 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made of this Tribunal under Section-10 of I.D. Act, 1947 as per Notification No. L-41012/18/2002-IR(B-I). The dispute under reference relates to:

"Whether the action of the management of Central Railway, Jhansi in terminating the services of Shri Ramesh Kumar S/o Shri Gulab Singh *w.e.f.* 8-12-91 is justified? If not, what relief the applicant is entitled to?"

2. After receiving reference, notices were issued to the parties. Ist party workman submitted statement of claim at Page 2/2 to 23/4. Case of workman is that he is employed as Bridge Khalasi under management of IInd party No. 2 IInd party No. 1 is Controlling Authority. That he was appointed as Bridge Khalasi from 19-3-84 in Rail Service. He was working till 7-12-91. His services were arbitrarily terminated violating provisions under Railway Establishment Manual. As per the Railway Establishment Manual, on completion of 120 days continuous service, the employee cannot be terminated without issuing showcause notice. That his services were terminated in violation of Section 25-F of ID Act. He was not paid retrenchment compensation. The termination of his service is illegal.

3. Workman further submits that he had repeatedly submitted representations for reinstatement with IInd party. Ultimately he raised dispute before ALC, Jabalpur on 8-6-01, the conciliation failed. However the reference was refused on ground of delay. The order rejecting reference was challenged before Hon'ble High Court. As per direction issued by Hon'ble High Court, the dispute is referred. On such ground, workman prays for reinstatement with back wages.

4. IInd party management filed Written Statement at Page 7/1 to 7/4 opposing claim of the workman. IInd party submits that DRM Jhansi is not Controlling Authority. It is

admitted that workman was engaged on 19-3-84 as daily rated casual labour. He was not working as Bridge Khalasi. As per service card No. 317279 received by Sr. Bridge Inspector and thump impression register page 11, workman was engaged from 19-3-84. He worked till 30-8-88 under control of Sr. Bridge (Manmad) in casual capacity. It is submitted that workman was not in continuous service from 19-3-84 to 7-12-91. It is denied that services of workman were arbitrarily terminated. The service card clearly shows that workman was unauthorisely absent from 31-8-88 to 3-6-89. All rest of the contentions of workman are denied. IInd party submits that claim of workman deserves to be rejected.

5. Workman submitted rejoinder on 26-2-08 reiterating its contentions in statement of claim. IInd party has admitted his engagement from 19-3-84 to 30-8-88. Consequently workman acquires status of MRCL employees.

6. Considering pleadings on record, the points which arise for my consideration and determination are as under. My findings are recorded against each of them for the reasons as below:—

- | | |
|---|---------------------|
| (i) Whether the action of the management of Central Railway, Jhansi in terminating the services of Shri Ramesh Kumar S/o Shri Gulab Singh <i>w.e.f.</i> 8.12.91 is justified? | In Negative |
| (ii) If not, what relief the workman is entitled to?" | As per final orders |

REASONS

7. Workman is praying for reinstatement with backwages submits that his services were terminated in violation of provisions of Section 25-F of ID Act and Railway Establishment Manual. He was not issued any notice. Workman filed affidavit of his evidence contending that he was appointed as Bridge Khalasi on 19-3-84. He was working with devotion till 2-12-91 without any gap. His services were terminated without notice from 8-12-91 or praying retrenchment compensation. He was repeatedly approaching Railway authorities for his reinstatement. He was assured that he would be absorbed in Railway service for 10-15 years, such assurance were given to him. Ultimately he raised dispute before ALC. On ground of delay, the dispute was not referred. The dispute is referred only after direction by Hon'ble High Court. In his across-examination, workman says he was appointed in 1984. The post was not advertised. Appointment letter was not given to him. He admits that his appointment was as daily rated casual labour. He was not suffering from any kind of illness, he was working in bridge department. He denies that after completion of work of construction of bridge, his services

were terminated. He denies that he was absent from work during 31-8-88 to 30-6-89. He received casual card. It is marked Exhibit W-1. When he returned from leave in 1988, he came to know that his services were terminated. He submitted leave application, its copies were not produced in the case. Casual service card Exhibit W-1 bearing No. 317279 shows workman was initially engaged on 19-3-84 as bridge khalasi at Hirdaygarh. He was working till 30-8-88. His casual service card bears date of issue 20-10-84. Further endorsement Exhibit W-1 shows workman was absent from 31-8-88 till 3-6-89. He was removed from service from 3-6-89 due to unauthorised absence. Sick pay of Rs. 798/- per month is mentioned. From Exhibit W-1, it is clear that workman was continuously working from 19-3-84 to 30-8-88. Any break in service is not recorded. For unauthorized absence, his services were terminated. When workman completed more than 240 days continuous service, the removal of workman for unauthorized absence without issuing chargesheet or issuing notice for termination of his service in violation of Section 25-F of ID Act. Workman has rendered that after completion of 120 days service as per Railway Establishment Manual, his services cannot be terminated. Those submissions of workman are not specifically denied. At the time of any learned counsel for parties did not submit relevant provisions of Railway Establishment Manual for my perusal.

8. The evidence of management's witness Shri Rasid Khan is that he supports contentions of IInd party in Written Statement. It is further submitted that workman did not work under DRM, North Central Railway, Jhansi. Said authority is not Controlling Authority. That Card No. 317279 was issued by Sr. Bridge (DE) Mannad in casual capacity. IInd party has not explained who was Controlling Authority of the workman. Exhibit W-1 shows endorsement that workman had medically passed A-III *vide* DMO, DSL fit certificate No. 2065 A-3 of 12-12-1985. It bears signature of Sr. Bridge Inspector, Central Railway, Jhansi. The endorsement to removal of workman bears signature of Sr. Bridge Inspector, Central Railway, Gwalior, IInd party No. 2 was not party while making the order of reference. IInd party No. 1 appears Controlling Authority of workman as PWI Gwalior removed workman from service. Therefore I donot find substance in the objection raised by IInd party, when workman had passed medical examination in 1985, he was continuously working till 31st August 1988. The removal of workman is illegal for violation of Section 25-F of ID Act. I therefore record my finding in Point No. 1 in Negative.

9. Point No. 2-Workman was removed from service in 1988. In Exhibit W-1, his date of birth is shown 9-7-63. Workman has completed age of superannuation. The relief of reinstatement cannot be granted. Considering the circumstances of the case, workman was removed from service in violation of Section 25-F of ID Act, compensation

Rs. One lakh would be appropriate. Accordingly I record my finding in Point No. 2.

10. In the result, award is passed as under:—

- (1) The action of the management of Central Railway, Jhansi in terminating the services of Shri Ramesh Kumar S/o Shri Gulab Singh *w.e.f.* 8-12-91 is not legal and proper.
- (2) IInd party is directed to pay compensation Rs. One Lakh to the workman within 30 days from the date of publication of award.

In case of default, amount shall carry 9% interest per annum from the date of award till its realization.

R. B. PATLE, Presiding Officer

नई दिल्ली, 25 मई, 2015

का.आ. 1118.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार स्टेट बैंक ऑफ इंदोर मर्ज्ड एज भारतीय स्टेट बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचाट (संदर्भ संख्या 349/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21/05/2015 को प्राप्त हुआ था।

[सं एल-12012/304/99-आईआर (बी-1)]

सुमति सकलानी, अनुभाग अधिकारी

New Delhi, the 25th May, 2015

S.O. 1118.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 349/99) of the Cent. Govt. Indus. Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure, in the industrial dispute between the management of State Bank of Indore Mered as State Bank of India and their workman, received by the Central Government on 21/05/2015.

[No. L-12012/304/99-IR (B-I)]

SUMATI SAKLANI, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

NO. CGIT/LC/R/349/99

Shri Ram Nagwanshi, General Secretary,
Dainik Vetan Bhogi Karmachari
Sangathan, 9, Sanwer Road,
Hardev Niwas,
Ujjain

...Workman/Union

VERSUS

Managing Director,
State Bank of Indore,
Merged as State Bank of India
Local Head Office,
Hoshangabad Road,
Bhopal

...Management

AWARD

Passed on this 13th day of April, 2015

1. As per letter dated 24-11-99 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section 10 of I.D. Act, 1947 as per Notification No. L-12012/304/99-IR(B-I). The dispute under reference relates to:

"Whether the action of the management of State Bank of Indore in terminating the services of Shri Santosh Rathore, Ex-Car Driver *w.e.f.* 1-3-93 instead of regularizing his service is legal and justified? If not to what relief the workman is entitled?"

2. After receiving reference, notices were issued to the parties. Ist party workman submitted statement of claim at Page 3/1 to 3/4 through General Secretary, Daily Wage Bank Employees Union. The case of Ist party workman is after his interview and taking trial of Driving, the workman was engaged on 30-12-90 in State Bank of Indore. That he was driving car of General Manager Shri Golcha. That he was honestly performing his duty without any compliance. The identity card was issued to him as Driver. One Prakash Chandra sukhram was engaged after him. He was driving car of General Manager (Planning and Development) J.N. Srivastava. said Prakash chand Sukhram has been regularized. Workman requested for regularization of his services as per settlement dated 13-7-93. Despite workman had completed 240 days continuous service, he was not regularized. His services were terminated from 13-7-93 in violation of bipartite settlement. He was not paid retrenchment compensation. Principles of 1st come last go was not followed. After termination of his service from 1-3-93, he was not provided re-employment. Workman further submits that junior employee Prakash Chandra Shukla was regularized. He was denied benefit as per bipartite settlement. He was not paid bonus. On such ground, workman is praying for his reinstatement with back wages.

3. IInd party filed Written Statement at Page 9/1 to 9/8 opposing claim of workman. IInd party submits that onus lies on workman to prove that he completed 240 days continuous service. Workman has not produced any documents in that regard. That workman was not employee of the Bank neither he worked as personal driver of General

Manager. The reference is vague and as such not tenable. The justification of termination of employees arises only when employee is employed after recruitment process. Workman was not appointed following recruitment process. There is no employer employee relationship between parties, as such illegality of termination of workman does not arise.

4. IInd party further submits that Shri Ram Nagwanshi is a dismissed employee has no locus standi to represent workman. That IInd party Bank is incorporated under SBI Act 1959. According to prevailing procedure in the Bank, appointment of sweeper, peon is made by Head office following recruitment process giving publication in news paper. The candidates are selected to fulfill requisite qualifications. Bank cannot obtain any sub staff without following procedure. That the services of workman were utilized as personal driver of General Manager as and when required. Workman was paid Grade A wages. Workman was never appointed by the Bank. Appointment letter was not given to him. Workman had not completed 240 days continuous service. The engagement of workman for few hours give him right of employee. Workman was paid amount agreed under contract. Thus engagement of workman cannot be said retrenchment, rather it is covered under Section 2(o)(bb) of ID Act. Referring ratio held in various cases, IInd party reiterates that workman is not entitled for regularization/reinstatement as he was not appointed following recruitment process.

5. Workman has filed rejoinder at Page 10 contending that IInd party had not filed Written Statement for about 5 years.

6. Considering pleadings on record, the points which arise for my consideration and determination are as under. My findings are recorded against each of them for the reasons as below:—

- | | |
|---|---------------------|
| (i) Whether the action of the management of State Bank of Indore in terminating the services of Shri Santosh Rathore, Ex-Car Driver w.e.f. 1-3-93 instead of regularizing his service is legal and justified? | In Negative |
| (ii) If not, what relief the workman is entitled to?" | As per final order. |

REASONS

7. Workman filed affidavit of his evidence. Workman has stated that on 30-12-89, driving trial was taken by Manager in the Secretariat for post of peon. On 30-12-89, he was working as peon in Secretariat. From 1-7-90, work of driver was extracted from him. Identity Card was issued. He was driving car of General Manager Shri Golcha. He was also going on tour with Shri Golcha. That junior

Mr. Prakash was driving car of General Manager Shri G.L. Srivastava, that Golcha had issued certificate of his working from 1-7-90 to 27-2-93. His services were terminated without notice, retrenchment compensation was not paid to him. Evidence of workman remained unchallenged.

8. Management filed affidavit of its witness Shri Rahul Vaisihnav supporting contentions of IInd party that workman was not appointed as sub staff following the procedure. That services of workman were utilized as personal driver of General Manager as and when required basis. He was paid amount as agreed for doing said work. Workman had not completed 240 days continuous service. Management's witness in his cross says during 1990 to 1994, he was not posted in Head office, he had not discussed the matter with then branch Managers. Any procedure was not followed before engaging workman. He claims ignorance whether permission from Competent Authority was obtained for engaging workman. He also claims ignorance about Identity Card issued to workman. Document P-3 is denied by witness. Workman was not given termination notice, he was not given retrenchment compensation. Management's witness admits that in 2004, notice was published for recruitment of Driver Exhibit W-6.

9. Ist party workman has produced documents Exhibit W-1 letter dated 23-2-01 prohibiting engagement of daily wage labours for sweeping, scavenging, dusting etc. Exhibit W-2 admitted by IInd party the certificate issued by Shri Golcha. The workman was working as Driver from 1-7-90 copy of Bipartite Settlement dated 30-7-93 (Exhibit W-3) is produced. Said bipartite settlement provides —

(1) A one time opportunity for absorption on permanent basis in subordinate cadre as peon cum farrash will be given to temporary employees who have put in more than 240 days of service in a period of twelve consecutive months provided they satisfy the eligibility criteria (as on the date they were first engaged as temporary employees) laid down under the Banks rules such as minimum educational qualifications, age etc.

(2) A list of 20 such temporary employee was prepared based on the information available with the Bank and the Committee. These temporary employees were called to appear for an interview on an appointed day. Those who failed to appear for the interview shall not be considered for permanent appointment in the Bank. In this connection, the Committee has submitted that there may be several more such eligible temporary workmen whose information is not available with Head office at present and that provision should be made for giving them a chance too. Accordingly it is agreed that one more and final opportunity will be given to all such eligible temporary employees present or past by giving 4 months time from the date of this agreement for submitting their claims to the Bank to chief Manager, Personnel Administration by Registered Post.

The pleadings in Written Statement and evidence of management's witness is silent why workman was not extended benefit of above Bipartite Settlement. As per Exhibit W-2, it is clear that workman was continuously working from 1-7-90 to 27-2-93. List annexed with Exhibit W-4 shows names of other employees. Workman was not given benefit of bipartite settlement Exhibit W-3. As discussed above, pleadings and evidence of management's witness is silent why the workman was denied benefit of bipartite settlement.

10. Shri Ram Nagwanshi representative has produced copies of citations in—

Case of Samishta Dube *versus* City Board Etawah and another reported in 1998(81)FLR-746. Their Lordship held in absence of any agreement between employer and the workmen in behalf the employer shall ordinarily retrench the workmen who was the last one to be employed in that category, unless for reasons to the recorded, the employer retrenches any other person.

In case Regional Manager, SBI *versus* Rakesh Kumar Tiwari reported in 2006(108)FLR 733. Their Lordship held provisions of Section 25-G & H does not require the continuous employment of the workman within meaning of section 25 B of ID Act.

Learned Counsel for management Shri Chaturvedi submitted that Bipartite Settlement Exhibit W-3 was one time benefit extended. Workman is not entitled to its benefit. Considering certificate Exhibit W-2, workman was working from 1-7-90 to 27-2-93 working as temporary employee, workman is covered by the settlement Exhibit W-3. Shri Chaturvedi relies on ratio held in case of Mahmood Deepak *versus* Nagar Panchayat Gajraula and another reported in 2008(1) SCC 575. Their Lordship dealing with termination of service of casual daily wage temporary employee held daily wage having completed 240 days service in a year, the service terminated on grounds of misconduct for financial irregularities without complying with Section 6-N of UP Industrial Disputes Act, 1947 held appellant entitled to compensation Rs. 50,000/-. Their Lordship held merely because an employee completed 240 days working in a year preceding date of retrenchment, the same would not mean that his services would be regularized.

The ratio cannot be applied to present case as in above cited case, there was no bipartite settlement like Exhibit W-3. The benefit of Bipartite Settlement Exhibit W-3 was not extended to the workman despite he was working from July 90 to February 93. Workman is discriminated. The evidence of workman that Shri Prakash Chandra Shukla junior to him was regularized is not challenged. The evidence of management's witness on the point is silent. Thus workman is denied benefit of Bipartite Settlement

Exhibit W-3. Junior Prakash Chandra Shukla has been regularized. For above reasons, I record my finding in Point No. 1 in Negative.

11. Point No. 2- In view of my finding in Point No.1, termination of services of workman is illegal, workman is not given benefit of Bipartite Settlement Exhibit W-3. Shri Prakash Junior to him has been regularized, question arises whether workman is entitled for reinstatement with back wages. The affidavit of evidence of workman is silent that he is rendered unemployed after termination of his service. Management has also not adduced any evidence. At the time of filing affidavit of evidence, age of workman is shown 34 years in 2006. As workman is denied benefit of settlement Exhibit W-3, his services are terminated, workman deserves reinstatement with 40% back wages. Accordingly, I record my finding in Point No. 2.

12. In the result, award is passed as under:—

(1) The action of the management of State Bank of Indore in terminating the services of Shri Santhosh Rathore, E-Car Driver *w.e.f.* 1-3-93 instead of regularizing his service is not legal and proper.

(2) Hind party management is directed to reinstate workman with continuity of service and 40% back wages.

Amount as per above order shall be paid to workman within 30 days from the date of notification of award. In case of default, amount shall carry 9% interest per annum from the date of award till its realization.

R. B. PATLE, Presiding Officer

नई दिल्ली, 25 मई, 2015

का.आ. 1119.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सीपीडब्ल्यूडी, चंडीगढ़ के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय - 1, चंडीगढ़ के पंचाट (संदर्भ संख्या 134/2014) को प्रकाशित करता है, जो केन्द्रीय सरकार को 25/05/2015 को प्राप्त हुआ था।

[सं० एल-42012/194/2014-आईआर (डीयू)]

पी० के० वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 25th May, 2015

S.O. 1119.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (I.D. No. 134/2014) of the Central Government Industrial Tribunal-Cum-Labour Court No. 1, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to

the management of the CPWD, Chandigarh and their workman, which was received by the Central Government on 25/05/2015.

[No. L-42012/194/2014-IR (DU)]

P. K. VENUGOPAL, Desk Officer

ANNEXURE

**BEFORE SHRI SURENDRA PRAKASH SINGH,
PRESIDING OFFICER, CENTRAL GOVT.
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I,
CHANDIGARH**

Case No. ID 134 of 2014

Reference No. L-42012/194/2014-IR(D-U) dated
15.01.2015.

and Corrigendum dated 27-01-2015

Sh. Kanhaiya S/o Sh. Vidja Prakash,
857, Phase-II, Ram Darbar,
Chandigarh.

...Workman

Versus

1. The Executive Engineer, CPWD, Chandigarh Central Division I, Sector-7B, Chandigarh-160019
2. The Assistant Engineer, CPWD, Chandigarh Central Sub-Division 2, Qtr. No. 1409/A, Audit Pool Colony, Sec. 41-B, Chandigarh-160036.
3. M/s Sharma Enterprises, Govt. Contract & Engineer, 617/A, Gate No. 6, Gurbaksh Colony, Patiala (Punjab)-147001
4. The Junior Engineer, O/o Assistant Engineer, CPWD, Chandigarh Central Sub-Division 2, Qtr. No. 1409/A, Audit Pool Colony, Sec. 41-B, Chandigarh-160036.
5. The Superintendent Engineer, CPWD, Chandigarh Central Circle, Kendriya Sadan, Sec.- 9 A, Chandigarh-160009.

...Respondents

APPEARANCE:

For the Workman : None.
For the Management : Shri N.K. Zakhmi Proxy for
Sh. G.C. Babbar.

AWARD

Passed on 19.05.2015

Government of India Ministry of Labour vide
Notification L-42012/194/2014-IR(D-U) dated 15.01.2015 and

Corrigendum dated 27-01-2015 has referred the following dispute to this Tribunal for adjudication:

"Whether the action of the Management of CPWD for not regularising the services of Sh. Kanhaiya, Beldar even consequent upon abolition of contract labour system in the department of CPWD as per Govt. of India, Ministry of Labour's Notification dated 31.1.2002 is just and legal? If not, to what relief the concerned workman is entitled and from which date?"

2. On receipt of the refence notices were issued to the parties. The case was fixed for filing of claim statement. Case repeatedly called. None appeared for the workman despite notice on the address supplied by the Ministry of Labour. No claim statement has been filed by the workman. It appears that workman is not interested to pursue his reference. In view of the above, the present reference is returned to the Central Govt. for want of prosecution. Central Govt. be informed. Soft as well hard copy be sent to the Central Govt. for publication.

Chandigarh.

19.05.2015

S.P. SINGH, Presiding Officer

नई दिल्ली, 25 मई, 2015

का.आ. 1120.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार कॉल डैम हाइड्रोइलेक्ट्रिक पावर प्रोजेक्ट के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय - 1 चंडीगढ़ के पंचाट (संदर्भ संख्या 39/2010) को प्रकाशित करता है, जो केन्द्रीय सरकार को 25/05/2015 को प्राप्त हुआ था।

[सं. एल-42012/163/2010-आईआर (डीयू)]

पी०के० वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 25th May, 2015

S.O. 1120.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (I.D. No. 39/2010) of the Central Government Industrial Tribunal-Cum-Labour Court No. 1, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the Kol Dam Hydroelectric Power Project and their workman, which was received by the Central Government on 25/05/2015.

[No. L-42012/163/2010-IR (DU)]

P.K. VENUGOPAL, Desk Officer

ANNEXURE

**BEFORE SHRI SURENDRA PRAKASH SINGH,
PRESIDING OFFICER, CENTRAL GOVT.
INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT-I, CHANDIGARH**

Case No. ID 39 of 2010

Reference No. L-42012/163/2010-IR(DU) dated 18.02.2011

Shri Subhash Chand
S/o Shri Prem Singh,
V.P.O. Lahora, Tehsil Sadar,
Mandi (H.P.)

...Workman

Versus

1. The General Manager, Kol Dam Hydro Electric Power Project, NTPC, Barmana, Bilaspur.
2. Proj. Manager, Italian Thai Development Co. Ltd., Kol Dam Hydro Electric Power Project, Village Kayan, P.O. Slapper, Teh. Sundernagar, Mandi. (HP).
3. The Proj. Manager, M/s. ITD Cementation India Ltd., Kol Dam Hydro-Electric Power Project, Village Kayan, P.O. Slapper, Teh. Sundernagar, Mandi. (HP).

...Respondents

APPEARANCES:

For the Workman : Sh. M.S. Gors
For the Management : Sh. Hem Raj Sharma.

AWARD

Passed on : 21.05.2015

Government of India Ministry of Labour *vide* notification No. L-42012/163/2010/IR(DU) dated 18.02.2011 has referred the following dispute to this Tribunal for adjudication:

Term of Reference

"Whether retrenchment of services of Shri Subhash Chand S/o Shri Prem Singh, V.P.O Lahora, Tehsil sadar, Distt. Mandi, H.P. by the The Proj. Manager, M.s. ITD Cementation India Ltd., Village Kayan, P.O. Slapper, Tehsil Sundernagar, Distt, Mandi *vide* order dated 13.8.2008 without following the principle of last come first go is legal and justified? If not, what relief the concerned workman is entitled to?"

2. Case taken up in Lok Adalat Today. The learned representative of the workman Sh. M.S. Gors made a statement that the workman withdraw the present reference with the right to file fresh if need be. In view of the statement

of the representative of workman, the present reference is returned as withdrawn in Lok Adalat, with liberty to file afresh if need be.

3. Reference is answered accordingly. Central Govt. be informed. Soft copy as well as hard copy be sent to the Central Govt. for publication.

Chandigarh.
21.05.2015

S. P. SINGH, Presiding Officer

नई दिल्ली, 25 मई, 2015

का.आ. 1121.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार हिंदुस्तान साल्ट लिमिटेड मंडी के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय 1, चंडीगढ़ के पंचाट (सदर संख्या 16/2012) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25/05/2015 को प्राप्त हुआ था।

[सं० एल-42025/03/2015-आईआर (डीयू)]

पी० के० वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 25th May, 2015

S.O. 1121.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (I.D No. 16/2012) of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the Hindustan Salt Ltd., Mandi and their workman, which was received by the Central Government on 25/05/2015.

[No. L-42025/03/2015-IR(DU)]

P. K. VENUGOPAL, Desk Officer

ANNEXURE

**BEFORE SHRI SURENDRA PRAKASH SINGH,
PRESIDING OFFICER, CENTRAL GOVT.
INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT-I CHANDIGARH**

Case No. ID 16 of 2012

Sh. Duni Chand through
Sh. R.K. Singh Parmar,
working President, Pb. INTUC, 211-1,
Brari, P.O. Partap Nagar,
Nangal Dam, Distt. Ropar (Pb.)

...Workman

Versus

Manager, Hindustan Salt Ltd., Mandi (H.P.)

...Respondent

APPEARANCES:

For the Workman : Sh. R.K. Singh Parmar.

For the Management : Sh. S.K. Gupta, Advocate.

AWARD

Passed on : 21.05.2015

1. The workman raised the dispute directly to this Tribunal regarding his termination from service by the respondent management of Hindustan Salt Ltd. Mandi, H.P. on the certificate dated 28-11-2011 given by the Assistant Labour Commissioner (Central), Chandigarh under Section 2 (a) 2 of the Industrial Disputes Act, 1947 as the conciliation proceedings not concluded in prescribed time under the law. The workman filed claim statement to which management filed written statement.

2. Case taken up in Lok Adalat. The learned representative of the workman made a statement that the workman does not press the present reference and may raise the dispute afresh at later stage. In view of the statement of the representative of the workman the present reference is disposed off as withdrawn in Lok Adalat, with liberty to file afresh.

3. Central Govt. be informed. Soft as well as hard copy be sent to the Central Government for publication.

Chandigarh
21.05.2015

S. P. SINGH, Presiding Officer

नई दिल्ली, 25 मई, 2015

का.आ. 1122.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार हिंदुस्तान साल्ट लिमिटेड मंडी के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1 चंडीगढ़ के पंचाट (सदर्थ संख्या 10/2011) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25/05/2015 को प्राप्त हुआ था।

[सं एल-42012/261/2010-आईआर (डीयू)]

पी० के० वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 25th May, 2015

S.O. 1122.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (I.D No. 10/2011) of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Chandigarh now as shown in the Annexure in

the Industrial Dispute between the employers in relation to the management of the Hindustan Salt Ltd., Mandi and their workman, which was received by the Central Government on 25/05/2015.

[No. L-42012/261/2010-IR(DU)]

P. K. VENUGOPAL, Desk Officer

ANNEXURE

**BEFORE SHRI SURENDRA PARKASH SINGH,
PRESIDING OFFICER, CENTRAL GOVT.
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I,
CHANDIGARH**

Case No. ID 10 of 2011

Reference No. L 42012/261/2010-IR(DU)

dated 06.05.2011

Shri Satish Kumar,
C/o Shri R.K. Singh Parmar, 211-L,
Brari, PO-Partap Nagar, Nangal Dam, Ropar.

...Workman

Versus

1. The Manager, Hindustan Salt Ltd., Mandi (HP).

...Respondent

APPEARANCE:

For the workman : Shri R.K. Singh Parmar.

For the Management : Shri S.K. Gupta Advocate.

AWARD

Passed on 21.05.2015

Government of India Ministry of Labour *vide* notification L-42012/261/2010-IR(DU) dated 06/05/2011 has referred the following dispute to this Tribunal for adjudication:

"Whether the action of the Management of Hindustan Salt Ltd., in termination the services of workman Shri Satish Kumar *w.e.f.* 28-02-2009 is legal and justified? What relief the workman is entitled to and from which date?"

2. Case taken up in Lok Adalat. Shri R.K. Singh Parmar, authorized representative of the workman made a statement that the workman does not press the reference for the present and may raise again the said dispute. In view of the above, the present reference is returned to the Central Govt. as withdrawn in Lok Adalat, with liberty to file afresh.

3. Central Govt. be informed. Soft as well as hard copy be sent to the Central Government for publication.

Chandigarh
21.05.2015

S. P. SINGH, Presiding Officer

नई दिल्ली, 25 मई, 2015

का.आ. 1123.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सीपीडब्ल्यूडी, चंडीगढ़ के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, चंडीगढ़ के पंचाट (संदर्भ संख्या 125/2014) को प्रकाशित करती है जो केन्द्रीय सरकार को 25/05/2015 को प्राप्त हुआ था।

[सं एल-42012/102/2014-आई आर (डीयू)]

पी० के० वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 25th May, 2015

S.O. 1123.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (I.D. No. 125/2014) of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the CPWD, Chandigarh and their workman, which was received by the Central Government on 25/05/2015.

[No. L-42012/102/2014-IR(DU)]

P. K. VENUGOPAL, Desk Officer

ANNEXURE

**BEFORE SHRI SURENDRA PRAKASH SINGH,
PRESIDING OFFICER, CENTRAL GOVT.
INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT-I, CHANDIGARH**

Case No. ID 125 of 2014Reference No. L-42012/102/2014-IR(DU)
dated 01.09.2014.Sh. Raj Kumar Verma Son of Balbir Chand,
House No. 484, Maloya, Chandigarh.

Workman

VERSUS

1. The Assistant Engineer (E), Chandigarh Central Electrical Sub-Division-I, CPWD C.R. Building, Sector-17, Chandigarh.
2. M/s. Jaspal Singh, Modern Electrical, CPWD Contractor, 1015/12, Autya, Sec.- 42, Chandigarh.

Respondents

APPEARANCE:

For the workman : None.
For the management : Shri N.K. Zakhmi proxy
& Jaspal Singh.

AWARD

Passed on 21.05.2015

Government of India Ministry of Labour *vide* notification L-42012/102/2014 IR(DU), dated 01.09.2014, has referred the following dispute to this tribunal for adjudication:

"Whether the action of the CPWD contractor M/s Modern Electricals Chandigarh engaged by Assistant Engineer (E), CPWD in terminating the services of Sh. Raj Kumar Verma *w.e.f.* 14-3-2014 is valid, just and legal? If not, to what relief the concerned workman is entitled to and from which date?"

2. On receipt of the reference notices were issued to the parties. The case was fixed for filing of claim statement. Case repeatedly called. None appeared for the workman despite notice on the address supplied by the Ministry of Labour. No claim statement has been filed by the workman. It appears that workman is not interested to pursue his reference. In view of the above, the present reference is returned to the Central Govt. for want of prosecution.

3. Central Govt. be informed. Soft as well hard copy be sent to the Central Govt. for publication.

Chandigarh
21.05.2015

S.P. SINGH, Presiding Officer

नई दिल्ली, 25 मई, 2015

का.आ. 1124.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सीपीडब्ल्यूडी, चंडीगढ़ के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, चंडीगढ़ के पंचाट (संदर्भ संख्या 133/2014) को प्रकाशित करती है जो केन्द्रीय सरकार को 25/05/2015 को प्राप्त हुआ था।

[सं एल-42012/195/2014-आईआर (डीयू)]

पी० के० वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 25th May, 2015

S.O. 1124.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (I.D. No. 133/2014) of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the CPWD, Chandigarh and their workman, which was received by the Central Government on 25/05/2015.

[No. L-42012/195/2014-IR (DU)]

P. K. VENUGOPAL, Desk Officer

ANNEXURE**BEFORE SHRI SURENDRA PRAKASH SINGH,
PRESIDING OFFICER, CENTRAL GOVT.
INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT-I, CHANDIGARH.****Case No. ID 133 of 2014.**Reference No. L-42012/195/2014-IR(DU)
dated 15.01.2015.Sh. Raju Sons of Shri Ram Kumar,
House No. 2239, Sector-25,
Chandigarh-160015.

...Workman

VERSUS

1. The Executive Engineer, CPWD, Chandigarh Central Division-I, Sector-7-B, Chandigarh-160019.
2. The Assistant Engineer, CPWD, Chandigarh Central Sub-Division-2, Qtr. No. 1409/A, Audit Pool Colony, Sec. 41-B, Chandigarh-160036.
3. M/s Sharma Enterprises, Govt. Contract & Engineer, 617/A, Gate No. 6, Gurbaksh Colony, Patiala (Punjab)-147001.
4. The Junior Engineer, O/o Assistant Engineer, CPWD, Chandigarh Central Sub-Division-2, Qtr. No. 1409/A, Audit Pool Colony, Sec. 41-B, Chandigarh-160036.
5. The Superintendent Engineer, CPWD, Chandigarh Central Circle, Kendriya Sadan, Sec.-9A, Chandigarh-160009.

...Respondents

APPEARANCE:

For the workman : None.

For the management : Shri N.K. Zakhmi proxy

AWARD

Passed on 21.05.2015

Government of India Ministry of Labour *vide* notification L-42012/195/2014 IR(D-U) dated 15.01.2015 and Corrigendum dated 27-01-2015 has referred the following dispute to this tribunal for adjudication:

"Whether the action of the Management of CPWD for not regularising the services of Sh. Raju, Beldar even consequent upon abolition of contract labour system in the department of CPWD as per Govt. of India, Ministry of Labour's Notification dated 31.1.2002 is just and legal? If not, to what relief the

concerned workman is entitled to and from which date?"

2. On receipt of the reference notices were issued to the parties. The case was fixed for filing of claim statement. Case repeatedly called. None appeared for the workman despite notice on the address supplied by the Ministry of Labour. No claim statement has been filed by the workman. It appears that workman is not interested to pursue his reference. In view of the above, the present reference is returned to the Central Govt. for want of prosecution. Central Govt. be informed. Soft as well hard copy be sent to the Central Govt. for publication.

Chandigarh
21.05.2015

S. P. SINGH, Presiding Officer

नई दिल्ली, 25 मई, 2015

का.आ. 1125.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार कमांडर हेड क्वार्टर्स कोस्ट गार्ड डिस्ट्रिक्ट नंबर 4 कोचीन के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, एर्णाकुलम के पंचाट (संदर्भ संख्या 40/2014) को प्रकाशित करती है जो केन्द्रीय सरकार को 25/05/2015 को प्राप्त हुआ था।

[सं एल-14011/09/2014-आई आर (डीयू)]

पी० के० वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 25th May, 2015

S.O. 1125.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (I.D. No. 40/2014) of the Central Government Industrial Tribunal-Cum-Labour-Court, Ernakulam now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the Commander, The Head Quarters Coast Guard No. 4, Cochin and their workmen, which was received by the Central Government on 25/05/2015.

[No. L-14011/09/2014-IR(DU)]

P.K. VENUGOPAL, Desk Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, ERNAKULAM**

Present : Shri D. Sreevallabhan, B.Sc., LL.B,
Presiding Officer

(Wednesday the 20th day of May, 2015/
30th Vaisakha, 1937)

ID 40/2014

Union : The Secretary
Ernakulam District Labour
Congress
Central Committee Office
Narakkal
COCHIN - 682505

Management : The Commander
The Head Quarters
Coast Guard Dist. No. 4
Calvathy Road, Fort Cochin
COCHIN-682001

By Adv. Shri N. Nagaresh

This case coming up for final hearing on 20.05.2015 and this Tribunal-cum-Labour Court on the same day passed the following:

AWARD

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government/Ministry of Labour *vide* Order No. L-14011/09/2014-IR(DU) dated 17.07.2014 referred the industrial dispute schedule thereunder for adjudication to this tribunal.

2. The dispute is:

"Whether the action of the District Commander of coast guard, Ernakulam is denying wage increase and other benefits to seven civilian workers and refusal to regularize them in services is justifiable? If not what relief they are entitled to get?"

3. After receipt of summons union entered appearance but did not file any claim statement in spite of several adjournments. Afterwards union remained absent and hence set *ex-parte*. Management filed affidavit to satisfy that the action of the District Commander of Coast Guard, Ernakulam in denying wage increase and other benefits to seven civilian workers and refusal to regularize them in services is justifiable.

4. As the union remained *ex-parte* without even filing any claim statement the reference can be answered as against the union in view of the averments contained in the affidavit filed by the management.

5. In the result an award is passed holding that the action of the District Commander of Coast Guard, Ernakulam in denying wage increase and other benefits to seven civilian workers and refusal to regularize them in services is justifiable and hence they are not entitled to any relief.

The award will come into force one month after its publication in the Official Gazette.

Dictated to the Personal Assistant, transcribed and typed by her, corrected and passed by me on this the 20th day of May, 2015.

D. SREEVALLABHAN, Presiding Officer

APPENDIX - NIL

नई दिल्ली, 27 मई, 2015

का.आ. 1126.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सेंट्रल बैंक ऑफ इंडिया के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या 29/00) को प्रकाशित करती है जो केन्द्रीय सरकार को 26.05.2015 को प्राप्त हुआ था।

[सं० एल-12012/235/99-आईआर (बी-II)]

रवि कुमार, डेस्क अधिकारी

New Delhi, the 27th May, 2015

S.O. 1126.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. 29/00) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure, in the Industrial Dispute between the management of Central Bank of India and their workmen, received by the Central Government on 26.05.2015

[No. L-12012/235/99-IR (B-II)]

RAVI KUMAR, Desk Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR**

No. CGIT/LC/R/29/00

Late Shri Lal Singh Chouhan,
LRs-Smt. Sharda Chouhan &
Shri Narendra Singh Chouhan,
R/o House No. 118, Gali No. 4,
Mahesh Nagar, Sailana Road,
Ratlam.

...Workman

VERSUS

Regional Manager,
Central Bank of India,
Regional Office, 690,
Shastri Nagar,
Ratlam (MP)

...Management

AWARD

Passed on this 5th day of May, 2015

1. As per letter dated 14.1.00 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section-10 of I.D. Act, 1947 as per Notification No. L-12012/235/99/IR (B-II) The dispute under reference relates to:

"Whether the action of the management of Central Bank of India, Ratlam Region in terminating the services of Shri Lalsingh Chauhan, Ex-Head Cashier *w.e.f.* 15.10.93 *vide* their order No. RO/PRS(DAD)/7/93-94/1525 is legal and justified? If not, what relief the workman concerned is entitled to?"

2. After receiving reference, notices were issued to the parties. Ist party workman submitted statement of claim at Pages 2/1 to 2/5. Workman died during pendency of reference and his LR's are brought on record. Case of workman is that he joined Bank service on 24.08.1967. He was working as Head Cashier and on 15.10.1993, he was discharged from service. The order of discharge was challenged filing appeal. His appeal was rejected on 10.11.1993. Workman also availed remedy of mercy appeal to Chairman and managing Director of the Bank. His appeal is still unconsidered. It is further submitted that workman was served with Ist Memo on 29.1.1993. He submitted his reply on 19.4.93. Enquiry Report and show cause memo, copy of proceedings of personal hearing are submitted in support of his claim. Workman contented that he was not provided reasonable opportunity for his defence. He was denied natural justice. Workman further submits that he admitted charges for the reasons narrating the circumstances in which the act was perpetuated on his part. The admitted charge with understanding that punishment less than discharge, dismissal would be imposed. The punishment of discharge imposed against him on his voluntary confession is not legal. As per section 13 of Evidence Act to hold him guilty without any other evidence is not legal. Fair enquiry was not held before discharging him from service. That he had pleaded before enquiry Officer *w.r.t.* charge No. 1 he had no *malafide* intention to misappropriation of amount. Pampering of Bank record was not committed. Loss was not caused to the Bank. Aggrieved party had withdrawn any claim. His previous service card was not considered by Disciplinary authority. He had put in 26 year continuous service. He was given silver jubilee award for the same.

3. The Regional Manager Disciplinary Authority did not impose punishment of discharge independently on his own judgment. The punishment was dictated by Vigilance Deptt. contrary to the law and justice. The conciliation proceedings ended in failure and dispute was referred. The enquiry was not conducted as per rules. Enquiry Officer, Disciplinary Authority acted upon voluntary admission of

charges imposing punishment of discharge from service. Workman further submits that punishment was dictated by legal department at Mumbai Disciplinary Authority had proposed to award reduction of increments but the Chief Vigilance of Bank instructed to award discharge from service. On such ground, workman prays to set aside order of his discharge and prays for reinstatement with consequential benefits.

4. LR's of deceased workman submitted additional statement of claim contending that services of workman were terminated illegally under pressure of Chief Vigilance quoting letter dated 16.3.93. The submissions of deceased workman were terminated as Vigilance Officer in letter dated 16.9.93 the punishment imposed against deceased workman is illegal, the orders of Appellate Authority and Divisional Authority be set aside.

5. IInd party filed Written Statement at pages 5/1 to 5/5 opposing claim of deceased workman. IInd party did not dispute initial appointment of workman on 24.8.67. At the time of his discharge, workman was working as Head Cashier. The deceased workman received amount of Rs. 1700 from one Jayantilal on 5.11.92. The amount was misused for 22 days till 27.11.92. Amount of Rs. 1500 issued by Jayantilal on 5.12.92 was misused for 5 days deposited in Bank on 10.12.92. Amount of Rs. 5500/- was received from Shri Jayantilal on 10.12.92. It was misused for 130 days till amount deposited on 19.4.93. Workman had borrowed loan of Rs. 7700/- from Bank customer. Workman had issued cheque of Rs. 3641/- on 1.11.92 from his HSS Account No. 778 having credit balance only Rs. 17.08 in said account. Explanation of workman was called. Workman admitted all charges against him. Chargesheet was issued to workman, enquiry was conducted. The punishment of dismissal was imposed against workman. Workman had challenged punishment order. Appeal was rejected. The mercy appeal preferred by workman was not allowed. IInd party reiterates that chargesheet was issued for misconduct narrated above. Workman admitted charges before Enquiry Officer. Any appeal and mercy appeal prepared by workman was not allowed. Principles of natural justice were followed while conducting enquiry. Workman was given opportunity for defence. All adverse contentions of workman have been denied. The contentions of workman that Bank did not suffer loss are denied as false. The workman committed gross misconduct. The image of the Bank was tarnished. The integrity of workman is in question. The punishment of discharge imposed against workman is proper. Punishment imposed by Disciplinary Authority independently on his own judgment. It is denied that punishment was dictated by Bank's Vigilance Deptt. On such ground, IInd party submit that claim of workman is not justified.

6. Ist party workman submitted rejoinder at pages 9/1 to 9/3 denying amount received by workman from Jayantilal,

misuse of said amount for different period. Amount was not dispensed. Workman had taken loan from Bank customers. Cheque was issued by workman without having sufficient amount in his account.

7. IInd party filed reply to rejoinder at Page 14/1 to 14/2 reiterating its contentions in Written Statement.

8. As per order dated 11.12.12, enquiry conducted against workman is found legal and proper.

9. Considering pleadings on record and order on issue, the points which arise for my consideration and determination are as under. My findings are recorded against each of them for the reasons as below:—

- | | |
|---|--|
| (i) Whether the charges alleged against workman is proved from evidence in Enquiry proceedings. | In Affirmative |
| (ii) Whether the punishment of dismissal imposed against workman is proper and legal? | In Affirmative |
| (iii) If not, what relief the workman is entitled to?" | Workman is not entitled to any relief. |

REASONS

10. Learned counsel for workman Shri Vijay Tripathi during course of argument submitted that workman was initially appointed on 4.8.67. He was promoted as clerk in 1981. Chargesheet was issued to workman in 1993. Workman denied charges in reply to the chargesheet. Enquiry was conducted. Shri Tripathi repeatedly submits that legality of enquiry is not disputed. Workman had admitted the charges. The DE conducted against workman is held legal. It is submitted that the punishment of discharge imposed against workman is not legal as the Disciplinary Authority proposed to stop 4 increments, Punishment of discharge was imposed only as per directions issued by Vigilance Officer.

11. Learned counsel for IInd party Shri Kohli submits that workman admitted all charges. The charges relates to misappropriation of amount. As per proviso to Section 11-A, this Court Annot record evidence *w.r.t.* the proof of charges. The charges proved are of serious nature. There is no evidence that punishment is shockingly disproportionate. The issue of legality of enquiry is to be decided considering evidence of parties. Workman died during pendency of proceeding. The LRs brought on record Narendra Singh Choubey filed affidavit of his evidence contending that the Disciplinary Authority had proposed to withhold 4 increments. The punishment of discharge was imposed following instructions of Vigilance Officer as per letter dated 16.3.93. Said letter is not proved. Copy of said letter produced on record is marked Article A-1. The LR of deceased workman in his cross-examination says he was residing with his father. His father was knowing about letter Article 1, how his father had given information to him

about the case. He had passed 12th standard. His father told him that charges against him were false. No complaint was submitted to higher officers. His father told him about letter Article A-1 only. He was not told any other things by his father. His father did not tell him that he committed mistake. He was not told by his father in committing misappropriation in the Bank.

12. Management's witness Manish Vyas in his evidence says that Bank issued Memorandum dated 29.1.93. Management's witness denied that the punishment of withholding 4 increments of deceased workman was proposed. Workman had voluntarily admitted charges against him. It is denied that assurance was given to workman that if he admits charges, he would not impose major punishment. Management's witness in his cross says enquiry was not conducted in his presence. He claims ignorance all documents were supplied to workman before conducting enquiry. He had not witnessed the incident. He claims ignorance whether FIR was submitted about the incident. Personally he doesnot know the Enquiry Officer but he knows Presenting Officer. He was unable to tell who was Vigilance Officer at relevant time. In Para-4 of his affidavit, contentions are made as per record.

13. The question whether charges against workman are proved needs to be decided as per evidence in Enquiry Proceedings. In Exhibit M-1 the details of charges against workman are shown. In reply M-2, it is clear that workman had admitted charges against him. The articles of charges are also given in details in Exhibit M-3. The Enquiry Proceedings Page 23/13, when charge was explained to workman, he has admitted charges against him saying that he submitted details in his reply dated 19.4.93. During course of argument, there was no dispute that workman had admitted charges. In Enquiry Proceedings Exhibit M-6, Presenting Officer submitted that as workman has admitted charges, it was not necessary to record evidence of the witnesses. As workman has admitted charges as per Section 58 of Evidence Act admitted charges need no proof. Enquiry conducted against workman is also found legal. As workman admitted charges, it is sufficient to prove the charges alleged against workman therefore I record my finding in Point No. 1 in Affirmative.

14. Point No. 2 — Ist party workman submits that punishment of discharge from service was imposed due to pressure from Vigilance Officer. Disciplinary Authority has proposed to stop 4 increments with cumulative effect. The showcause notice dated 2.9.93 at Page 2/18 of Enquiry Proceedings finds that for Charge No. 1, punishment of discharge from Bank Service, for Charge No. 2, discharge from Bank service, for Charge No. 3, punishment of censor, for Charge No. 4, withdrawal of special allowance permanently were proposed. The contentions of Ist party that Disiplinary Authority propsoed to impose punishment of withholding 4 increments with cumulative effect is not

supported by cogent evidence on record. The punishment order Exhibit M-9 finds reasons discussed by Disciplinary Authority that after careful consideration of what has been stated by Shri Chouhan, observed that he has felt the punishment proposed regarding charge No. 1 and 2 to be harsh and extreme and the punishments for other two charges as minor penalties. He did not agree with the views expressed by Shri Chouhan in as much as a deliberate misappropriation and tampering with Bank's record was perpetrated by him to draw undue benefit for himself which clearly reflects upon his integrity and such dishonesty cannot be tolerated in institutions like Banks where the employees are expected to work with utmost honesty and integrity to maintain the confidence of the constituents. It is clear from above in order of punishment that the punishment of discharge was imposed applying his own mind by Disciplinary Authority. There is absolutely no reference to any letter or correspondence received from Vigilance Officer. The alleges letter from Vigilance Officer is not proved. The copy of letter dated 16.9.93 produced at Article A-1 does not bear signature of anybody, rather it appears a typed copy. There is no cogent evidence that order of discharge from service imposed against workman was on the instructions issued by Vigilance Officer.

15. Learned Counsel for workman Shri Tripathi on the point relies on reported judgment in Case of S.C. Seth versus United Commercial Bank and others by High Court of MP at Jabalpur in Writ Petition No. 5732 of 2008. The reading of the judgment clearly shows that other employees Shri R.K. Tiwari, N.K. Gopal, H.D. Pandey a punishment of censure/warning or stoppage of increment was issued and workman was discriminated imposing punishment of discharge. The facts of present case are comparable. The ratio cannot be applied to the case at hand.

16. Learned counsel for IInd party Shri Kohli relies on ratio held in case of Manoj H. Mishra versus Union of India and others reported in 2013(6)SCC 313. Their Lordship in Para 34, 35 of the judgment dealing with DE, admission of guilt by delinquent despite opportunity to deny the charges before Enquiry Officer nor earlier denial of charges made by delinquent in preliminary hearing. Their Lordship held delinquent cannot be permitted to resile from admission made before Enquiry Officer.

17. Ist party workman has contented that in view of Section 30 of Evidence Act, without recording evidence, finding of Enquiry Officer that charges are proved on his admission is illegal.

Section 30 of Evidence Act deals with. When more persons than one are being tried jointly for the same offence, and a confession made by one of such persons affecting himself and some other of such persons is proved, the Court may take into consideration such confession as against such other person as well as against the person who makes such confession.

Section 30 of Evidence Act cannot be applied in present case as Ist party clearly admitted charges against him and did not implicate any other person for the alleged charges against him. In view of admission of charges by workman, as per Section 58 of Evidence Act, no fact need to be proved in any proceeding which the parties thereto or their agents agree to admit at the hearing, or which before the hearing, they agree to admit by any writing under their hands or which by any rule of pleading in force at the time they are deemed to have admitted by their pleadings.

No evidence is required to prove charges alleged against workman. The charges proved against workman pertains to misappropriation of amount Rs. 1700/-, 1500/-, 5500/- taking loan of Rs. 7700/- from Bank's customers and issuing cheque of Rs.3400/- without having sufficient amount in his account. Employee working in the Bank commits such act, certainly image of Bank is tarnished. The confidence of the customers is lost in the Bank therefore the punishment of discharge from service against workman cannot be said excessive. For the reasons discussed above, punishment imposed against workman is proper and legal. Therefore I answer Issue No.2 in Affirmative.

18. In the result, award is passed as under:—

- (1) The action of the management of Central Bank of India, Ratlam Region in terminating the services of Shri Lalsigh Chauhan, Ex-Head Cashier w.e.f. 15.10.93 is legal and proper.
- (2) Workman is not entitled to any relief.

R. B. PATLE, Presiding Officer

नई दिल्ली, 27 मई, 2015

का.आ. 1127.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय जबलपुर के पंचाट (संदर्भ संख्या 42/91) को प्रकाशित करती है जो केन्द्रीय सरकार को 26.05.2015 को प्राप्त हुआ था।

[सं० एल-12012/280/90-आईआर (बी-II)]

रवि कुमार, डेस्क अधिकारी

New Delhi, the 27th May, 2015

S.O. 1127.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 42/91) of the Central Government Indus. Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure, in the industrial dispute between the management Punjab National Bank and their workmen, received by the Central Government on 26/05/2015.

[No. L-12012/280/90-IR (B-II)]

RAVI KUMAR, Desk Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT, JABALPUR****No. CGIT/LC/R/42/91****Presiding Officer: SHRI R.B. PATLE**

General Secretary,
Punjab National Bank Employees Congress,
Plot No. 118, Swavlambi Nagar,
Nagpur

....Workman/Union

VERSUS

General Manager
Punjab National Bank,
Kings Way,
Nagpur

...Management

AWARD

Passed on this 27th day of April, 2015

1. AS per letter dated 26.3.91 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section-10 of I.D. Act, 1947 as per Notification No. L-12012/280/90-IR(B-2). The dispute under reference relates to:

"Whether the action of the management of Punjab National Bank in awarding the punishment of stoppage of 4 increments to Shri D.M. Asatkar, Teller is justified? If not, to what relief is the workman entitled?"

2. After receiving reference, notices were issued to the parties. On behalf of workman, dispute is raised by Union shown as IInd party in Statement of claim. Management is shown as Ist party. Case of IInd party Union is that said D.M. Asatkar workman was working as Teller in the year 1986 at Kanhan Branch. On 23.9.86, chargesheet was served on him. The allegations were while working as Teller at branch office, Kanhan, he made credit entry of Rs.47,100/- on 9.6.86. The said card pertains to S.F.Account No. 8918 of one Ajay Sudhakar Joshi without any credit voucher. While preparing reconciliation sheet, he intentionally omitted amount of Rs.47,100/- to match the balance of ledger daily sheet. Thus said bogus entry remained undetected. The serious lapse on his part involved Bank on financial loss. The workman submitted reply to chargesheet on 24.9.86 denying charges against him. Workman submitted that credit entry was affected in view of vouchers received by him through the officer who checked it. The voucher which was received by the member was then sent to the ledger keeper. The ledger was also

checked by officer concerned. Thereafter said voucher was lost or mispalced by office. W.r.t. the same charge, other employees were served chargesheet, its copies and reply submitted by employee were not supplied to the workman.

3. Mr. K.R. Palsodkar was appointed as Enquiry Officer. Shri Agnihotri, Asstt. Manager was appointed as Presenting Officer. Workman had submitted objection for appointment as Enquiry Officer Shri K.R.Palsodkar claiming that he had no faith in him. However, his request was not accepted by Disciplinary Authority. Workman was suspended on 23.12.86. He alleged to have act hand in gloves. The application submitted by workman to engage Advocate for his defence was rejected on the ground that Presenting Officer was not Law graduate. It is further submitted that workman was not supplied documents on his request. Enquiry was not properly conducted. Findings of Enquiry Officer are perverse. The punishment of withholding 4 increments is imposed against workman is shockingly disproportionate. The request of workman for appointing arbitrator for enquiry against him was rejected. The documents requested by workman were material documents and were not supplied. Lesser punishment were awarded to other employees to whom chargesheet were issued. On such grounds, IInd party submits that punishment of withholding 4 increments be set-aside.

4. Ist party management submitted Written Statement at Page 11/1 to 11/8 opposing claim of IInd party. Preliminary objection is raised that Union has not filed resolution for raising the dispute on behalf of workman. The reference of dispute is not legal. The Tribunal lacks jurisdiction to decide it. Ist Party further submits that chargesheet was issued to workman, he was suspended on 23.12.86. FIR about incident was also lodged to the police. The police did not file any case till period of one year therefore management had decided to conduct enquiry. It is submitted that the documents requested by workman were supplied to him. Application of workman to engage Advocate for his defence was rejected. Presenting Officer as per request of workman, co-employees Gajbhiye participated in enquiry as Defene Assistant. The witnesses of management were cross-examined. Enquiry officer submitted his report that the charges alleged against workman are proved.

5. Considering report of Enquiry Officer and gravity of charges, the punishment of withholding 4 increments was imposed. The punishment is not shockingly disproportionate. The punishment issued do other employees are not relevant. Workman had filed Writ Petition No. 702/88 before Bombay High Court Bench, Nagpur. The Writ Petition was rejected. The same question cannot be raised again. It is reiterated that enquiry was conducted against workman properly following rules of natural justice. Any reasons were not shown why Enquiry Officer Shri K.R. Palsodkar should be changed. There is no illegality in rejecting the application of workman for permission to

engage Advocate reiterating those contentions, Ist Party management submits that workman is not entitled to any relief.

Vide order dated 27.11.03, enquiry against workman was found proper and legal. Cosidering pleadings on record and order on preliminary issue, the points which arise for my consideration and determination are as under. My findings are recorded against each of them for the reasons as below:—

- | | |
|--|--|
| (i) Whether the misconduct alleged against workman Shri D.M. Asatkar is proved from evidence in Enquiry proceedings? | In Affirmative |
| (ii) Whether the punishment of withholding 4 increment to workman is proper and legal? | Punishment imposed against workman is excessive. |
| (iii) If so, to what relief the workman is entitled to?" | As per final orders. |

REASONS

7. Enquiry conducted against workman is found proper and legal as per order dated 27.11.2013 the question remains whether charges/misconduct alleged against workman are proved from evidence in Enquiry Proceedings and whether punishment is shockingly disproportionate. The legal position is settled that in order to decide whether charges against workman are proved. Evidene in enquiry Proceedings needs to be considered. Legible copy of the statement of witnesses is made available for convenience.

8. Management's witness Shri A.G.Navlekar says that Teller card of Account No. 8918 Shri Asatkar had entered amount of Rs. 47,100/-. In reply to Q. 8, the management's witness denied that there was any likelihood that the entry can be passed for Rs. 47,100/- so that the credit can be afforded to the account in the Bank relevant account. In reply to Q.No. 4, management's witness says for effecting the transfer entry, other Bank record will also be reflected. Management's witness admits that it would be out of place if conclusion can be drawn, there was no such credit voucher in the Bank so that credit can be afforded and the entry was entered without any evidence on voucher. In reply to Q. 10, management's witness says the entry was bogus. In his cross-examination MW-1 says in June 1986, he came to know about bogus entry and informed the Manager. He denies that ledger keeper is required to take entry to credit posting without voucher. In reply to Q. 5, in cross-examination, MW-1 says it is not necessary to keep flap after voucher is taken out from ledger. In his further cross, MW-1 says it is not necessary that after receiving complete voucher, taking entry in blank books is responsibility of Teller. Management's witness says that he found entry of previous balance in ledger book as cheque of Rs. 35,000 was passed. The balance was in order. The charge against workman does not relate to misappropriation of any amount.

9. During course of argument, Learned counsel for workman Shri N.N. Kawade pointed out my attention to evidence of MW-2 Mr. Bedi said witness of the management was working in the bank. Q.6 was asked that workman Shri Asatkar was claiming in Saving Fund Account No. 8918 Ledger No.33 Credit of Rs. 47,100/- was shown as credit as per voucher. MW-2 Bedi says that said entry was not taken as per voucher. He denied his initials on the ledger entry. The witness of management admits that at relevant time, he was working in Saving Fund Section. In his further cross-examination, management witness says except cash voucher counter entry was taken of all other transactions. That there was no counter cover w.r.t. Account No. 8918. In reply to Q.15, management's witness No.2 admits the amount of local collection was deposited as per Form No.153 of the Bank. W.r.t. entry of Rs. 47,100m, Form No. 153 Account No. 8918, he had not seen any record. In reply to Q. 20 whether any other person had drawn voucher making initials from ledger No. 19, he says that no other person has drawn such vouchers. The denial of intials by Shri Bedi in his evidence is not satisfactory explained. The evidence of MW-2 Bedi shows that his initials were made on the ledger. He is denying without convincing reasons. No other Bank employee had taken voucher with his initials. Therefore, defence of the workman that the voucher was received by Bedi and thereafter he had initialed appears probable. After ledger was signed, voucher was missing or misplaced. It could have been possible to accept the defence completely. However when statement of workman was recorded at fag end of his statement, workman says that it had been done internationally by internal forces of the staff member on coneavance with outsider. He doubts one Shankar who was working in the branch as cash peon. Workman further replied that it is negligence from both side form ledger keeper and teller also. Thus workman has admitted his negligence in the matter. Therefore the findings of Enquiry Officer cannot be said perverse. Workman was also negligent in taking entry and at time of re-conciliation, voucher was not seen, he should have immediately report said fact to the Branch Manager. The workman remained silent when voucher was not received at the time of conciliation. Said conduct confirms his negligence in duty. At the same time one cannot overlook that MW-2 Bedi who was on duty on ledger had put his initials. At time of conciliation and balancing, Mr. Bedi did not disclose that not disclose that he not not received voucher. The entry in ledger was not initialed by him. It shows negligence on part of MW-2 Bedi also. What action is taken by management against Bedi is not known. Despite of request of the workman, the documents about chargesheet issued to other employee regarding punishment imposed against them are not produced. All witnesses of the defence consistently says that workman had not given call ot take entry in ledger.

10. Learned counsel for management Shri A.K. Shashi produced copies of Award in R/117/97, R/28/90 each matter needs to be decided considering the evidence on record. The awards passed in those matters therefore cannot be followed for persuasion purpose as the nature of evidence is not comparable.

11. Reliance is also placed in 2006 (5) SCC-201. The preliminary issue is already decided and enquiry conducted against workman is found legal therefore ratio held in the case needs no detailed discussion. For the same reasons, judgment in W.P. No. 3545 of 2006 needs no detailed discussion. As enquiry conducted against workman is found proper and legal, ratio held in case of Sarva Uttar Pradesh Gramin Bank *versus* Manoj Kumar Sinha reported in 2010 (3) SCC 556 needs no consideration. Non supply of Enquiry Report to delinquent not ipso facto vitiate order of punishment in absence of any prejudice to employee vitiate order of punishment cannot be applied beneficially.

12. The evidence of management's witness discussed above clearly shows that workman was negligent in his duties. Even Shri Bedi was negligent in his duty. For reasons discussed above, I record my finding in Point No. 1 in Affirmative.

13. Point No. 2—In view of my finding in Point No. 1, the charges against workman are proved, he was negligent in his duty, not reporting to the Branch Manager that he had not received Bank voucher at the time of balancing the amount. Mr. Bedi also did not complained that he had not received voucher when he was on ledger duty. Mr. Bedi had initiated the ledger shows that voucher was received by him, then he had input his initials. Above aspects of the evidence were not considered while imposing the punishment. The charge against workman was not about mis-appropriation of amount. There is no evidence workman causing loss to the Bank. Under such circumstances, punishment of withholding 4 increments of workman appears excessive. Considering the evidence and circumstances of the case, punishment of with-holding 4 increments deserves to be modified to withholding one increment with cumulative effect. Accordingly I record my finding in Point No. 2.

14. In the result, award is passed as under:—

- (1) The action of the management of Punjab National Bank in awarding the punishment of stoppage of 4 increments to Shri D.M. Asatkar, Teller is not proper and legal.
- (2) Punishment of withholding 4 increments imposed against workman is modified to punishment of withholding one increment with cumulative effect. The consequential monetary benefits be paid to workman within period of two months from the date of publication of award. Parties to bear their respective costs.

R. B. PATLE, Presiding Officer

नई दिल्ली, 27 मई, 2015

का.आ. 1128.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 34) की धारा 17 के अनुसरण में केन्द्रीय सरकार सेंट्रल बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय जबलपुर के पंचाट (संदर्भ सं. 162/02) को प्रकाशित करती है जो केन्द्रीय सरकार को 26.05.2015 को प्राप्त हुआ था।

[सं० एल-12012/140/2002-आईआर (बी-II)]

रवि कुमार, डेस्क अधिकारी

New Delhi, the 27th May, 2015

S.O. 1128.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 162/02) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure, in the industrial dispute between the management of Central Bank of India and their workmen, received by the Central Government on 26/05/2015.

[No. L-12012/140/2002-IR (B-II)]

RAVI KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

No. CGIT/LC/R/162/02

Shri Sanjay Kumar Sewak,
R/o Lodi Mohalla, Khirkiya,
Harda (MP)

...Workman

VERSUS

Regional Manager,
Central Bank of India,
Regional Office,
Above City Post Office,
Mangalwara,
Hoshangabad

...Management

AWARD

Passed on this 30th day of April, 2015

1. As per letter dated 10-12-02 by the Government of India, Ministry of Labour, New Delhi the reference is received. The reference is made to this Tribunal under Section-10 of I.D. Act, 1947 as per Notification No. L-12012/140/2002-IR(B-II). The dispute under reference relates to :

"Whether the claim of Shri Sanjay Kumar Sewak that he has rendered continuous service as a temporary sub staff with the management of Central Bank of India during the year 1990-1997 is correct? If so whether the action of the management of Regional Manager, Central Bank of India, Regional Office, Hoshangabad in terminating the services of Shri Sanjay Kumar Sewak *w.e.f.* 18-5-97 is justified? If not justified, what relief is the disputant entitled to?"

2. After receiving reference, notices were issued to the parties. Ist party workman submitted statement of claim at Page 5 to 15. Case of workman is that he was engaged on pay scale of permanent peon from 1-3-90 by the then Branch Manager of Khirkia Branch. That as per rules of IInd party, temporary employees cannot be continued more than 60 days in each of the year 1990, 1991, 1992. Workman has shown his working days in para - 7 of his statement of claim. Total working days 702 from 1-3-90 to 17-5-97. That his wages were paid in different names. He was paid TA Bills. He was called for interview on 29-1-96 in Regional Office Hoshangabad. The interview was cancelled. On evening of 5-12-94, Branch Manager handed over amount of Rs. 50,000 for depositing in his Account that he would receive back that amount in next morning. He submitted that as per bipartite settlement dated 6-4-93, the employee gets eligibility for permanent absorption. Despite workman working in the Bank from 1-3-90 to 17-5-97, his services were terminated without notice, retrenchment compensation was not paid to him. The termination of the service is illegal for violation of Section 25-F of ID Act. IInd party did not follow principles of last come first go. IInd party also violated Section 25-H of ID Act. On such ground, workman prays for his reinstatement with back wages.

3. IInd party filed Written Statement at Page 45/1 to 45/4 opposing claim of workman. IInd party submits that workman was not permanent employee, he was not given appointment letter. Workman did not undergo any process of Selection. His name was not sponsored through Employment Exchange. Workman is not employee under law of the land. The reference is not tenable. It is denied that after considering the documents, workman was appointed as permanent peon by Branch Manager. It is denied that workman was honestly working. IInd party denies that since 1-3-93, workman was regularly working and his wages were paid in different names. All adverse contentions of workman are denied. It is denied that workman completed 240 days continuous service. It is denied that his services are terminated in violation of Section 25-F, G, H of ID Act. It is submitted that workman was appointed on permanent basis. The workman was engaged as casual labour on temporary basis on daily wages. His job came to end on expiry of the work. He had no right to continue. IInd party submits that workman is not entitled to any relief.

4. Workman submitted rejoinder at Page 46/1 to 46/3 reiterating his contentions in statement of claim.

5. Considering pleadings on record, the points which arise for my consideration and determination are as under. My findings are recorded against each of them for the reasons as below:—

- | | |
|---|--|
| (i) Whether claim of Shri Sanjay Kumar Sewak that he has rendered continuous service as a temporary sub staff with the management of Central bank of India during the year 1990-97 is legal? | In Negative |
| (ii) Whether the action of the management of Regional Manager, Central bak of India, Regional Office, Hoshangabad in terminating the services of Shri Sanjay Kumar Sewak <i>w.e.f.</i> 18-5-97 is legal and proper? | In Affirmative |
| (ii) If so, to what relief the workman is entitled to?" | Workman is not entitled to any relief. |

REASONS

6. The terms of reference pertains to whether Ist party workman has rendered continuous service as temporary sub staff during 1990 to 1997. IInd part of reference pertains to legality of termination of service. In para-7 of statement of claim, workman has shown 702 working days from 1-3-90 to 17-5-97. Yearwise break is also shown. If only those working days are accepted, workman has not completed 240 days continuous service preceding termination of his services. Exhibit W-1 is interview call given to the workman, he was called for interview on 29-1-96. Exhibit W-9 is letter given to workman on 6-6-96 asking him to present before Enquiry Officer. Bipartite Settlement W-8 provides temporary employees working for 90 days during 1-1-82 to 24-12-90 were elitgible to be called in selection process. The temporary employee working 60 days during 1.1.1987 to 24.12.1990 were also eligible to be considered for selection of sub staff. Para 3.4 provides for preparing panel of selected candidates. Bipartite settlement W-8 doesnot give right for absorption against permanent post.

7. Workman filed affidavit of his evidence contending that he was working from 1-3-90 in scale wage. As per practice prevailing employees working 60 days or more were paid wages in different names. Workman in his cross-examination says he has not produced any documents about illness of regular peon Ramesh Guru. He was unable to tell in whose names, payments were made and he had practiced fault on the bank. He did not compelled about it. He admits that he was not working as permanent employee.

He denies that he was not temporary employee of the Bank but he has no evidence for that. He was doing work of Sweeper. Saving Account was opened in his name for saving purpose. He further admits that appointment letter was not given to him. He has no evidence about working 60, 90 days in the Bank. The cross-examination of workman *w.r.t.* his working days in misplaced as IInd party has admitted documents Exhibit W-2, W-3, working days of workman are shown 130 days in 1993, 94 days in 1994, 53 days in 1995, 60 days in 1996. The payment of bonus is also shown. As per document Exhibit W-4, claim of 1st Party workman for gratuity was rejected. Exhibit W-5 is reply submitted by IInd party before Competent Authority for payment of gratuity. Management's witness Mahesh Kumar in his affidavit of evidence denies that the workman was engaged during illness of regular peon Ramesh Guru. That workman was engaged as per exigencies. Affidavit of evidence of management's witness is in shape of denial. Management's witness in his cross-examination says his affidavit of evidence is filed as per record. He was not working in Khirkia Branch during 1990 to 1997. He has not received information from previous Branch Managers. Workman was paid in cash. Documents about payment of wages are not produced. Management's witness claims ignorance whether workman was called for interview on 31-9-96. However, he admitted documents Exhibit W-1, W-2, W-8, W-9. Workman was not paid retrenchment compensation. The documents Exhibit W-2, 3, shows workman had not completed 240 days continuous service preceding 12 months of his termination. The names of junior employees are not disclosed in evidence of workman. Violation of Section 25 (G) cannot be proved. The bipartite Settlement Exhibit W-8 doesnot give right for regularization, it provides only for eligibility for absorption as permanent employee. As per Para No. 3.1 in Bipartite Settlement Exhibit W-8, name of temporary employee should have been registered in Employment Exchange Office but their names were not sponsored. The evidence of workman is silent whether his name was registered in Employment Exchange Office. Workman is not complying with the eligibility conditions in Exhibit W-8. Therefore, I record my finding in Point No. 1 in Negative and Point No. 2 in Affirmative.

8. **Point No. 3**—workman has not adduced satisfactory evidence about completion of 240 days service preceding termination of his services. Document Exhibit W-2 is clear that the workman had not completed 240 days service. There is no question of violation of Section 25-F of ID Act.

9. Learned counsel for IInd party Shri Kohli Advocate relies on ratio held in Case of R.M. Yellatti *versus* Asstt. Executive Engineer reported in 2006(1) SSC 106, in case of Range Forest Officer *versus* S.T. Hadimani reported in 2002 (3) SSC 25, case of Accounts Officer (A&I) APSRTC and others *versus* K.V. Ramana and others reported in 2007(2) SSC 324. Ratio held in those cases needs no detailed discussion as evidence adduced by workman is not sufficient to establish that he completed 240 days

continuous service preceding 12 months of his termination. Therefore violation of Section 25-F of ID Act could not be established. Workman is not entitled to any relief. Accordingly I record my finding in Point No. 3.

10. In the result, award is passed as under:—

- (1) The action of the management is proper and legel.
- (2) Workman is not entitled to any relief.

R. B. PATLE, Presiding Officer

नई दिल्ली, 27 मई, 2015

का.आ. 1129.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सिंडिकेट बैंक के प्रबंध तंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, आसनसोल के पंचाट (संदर्भ सं. 48/2004) को प्रकाशित करती है जो केन्द्रीय सरकार को 26.05.2015 को प्राप्त हुआ था।

[सं एल-12012/443/95-आईआर (बी-II)]

रवि कुमार, डेस्क अधिकारी

New Delhi, the 27th May, 2015

S.O. 1129.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 48/2004) of the Cen.Govt.Indus.Tribunal-cum-Labour Court, Asansol as shown in the Annexure, in the Industrial Dispute between the management of Syndicate Bank and their workmen, received by the Central Government on 26/05/2015.

[No. L-12012/443/95-IR (B-II)]

RAVI KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ASANSOL

PRESENT:

Sri Pramod Kumar Mishra, Presiding Officer

REFERENCE NO. 48 OF 2004

PARTIES:

The management of Syndicate Bank, Asansol

Vs.

Sri Vaskar Roy

REPRESENTATIVES:

For the management : Sri N. Ganguly, Ld. Advocate

For the union (Workman) : Sri P.K. Das, Ld. Advocate

Industry : Bank State : West Bengal

Dated-04.12.2014

AWARD

In exercise of powers conferred by clause (d) of sub-section (1) and Sub-section 2(A) of Section 10 of the

Industrial Disputes Act, 1947 (14 of 1947), Govt. of India through the Ministry of Labour vide its letter No. L-12012/443/95-IR(B-II) dated 23.09.2004 has been pleased to refer the following dispute for adjudication by this Tribunal.

SCHEDULE

"Whether the action of the management of Syndicate Bank in terminating the services of Sh. Vaskar Roy, S/o. Sh. Bhawani Sankar Roy *w.e.f.* 01.07.1993 is legal and justified? If not, what relief the disputant concerned is entitled to?"

Having received the Order No. L-12012/443/95-IR (B-II) dated 23.09.2004 of the above said reference from the Govt. of India, Ministry of Labour, New Delhi for adjudication of the dispute, a reference case No. 48 of 2004 was registered on 05.10.2004. Accordingly an order to that effect was passed to issue notices through the registered post to the parties concerned, directing them to appear in the court, on the date fixed and to file their written statements along with the relevant documents and a list of witnesses in support of their claims. In pursuance of the said order notices by the registered post were sent to the parties concerned. Both the parties appeared in the Tribunal, through their representative and filed their separate sets of written statement in support of their respective claims.

The Workman has pleaded in his written statement that he was appointed as a "Peon" in Syndicate Bank situated at Durgae Market, Asansol. He was appointed in the Bank as a "Peon" from 01.04.1991. The workman since the date of appointment used to discharge the duties as a "Peon" *viz.* taking advantage of taking out Ledgers, Registers, cleaning tables, sprinkling water on the Khushkhus and serving water to the member of the staff. During the year 1991, 1992, 1993 & 1994 workman worked more than 120 days continuously and was paid Rs. 16/- per day as "Remuneration". Workman was terminated by the Management from service *w.e.f.* 01-07-1995 without any notice as per Section 25 of the Industrial Dispute Act, 1947. The action of the Management is arbitrarily and illegal. The Management has illegally terminated the Workman from service by adopting an unfair labour practice. Workman is a young and energetic boy, he expects that he will service in the Bank. The workman has stated that he should be declared as regular workman.

The Management of Syndicate Bank has pleaded in the Written statement that reference is not maintainable because there is no employee and employer relationship between the parties to the dispute. The workman Sri Vaskar Roy was engaged as a "Casual Labour" on daily wage basis for pouring water on khaskhas mat during the summer season, the was purely on temporary basis and no appointment order was issued to him. He was engaged on daily wage basis of Rs. 16/- per day. He was engaged for

70 days only in 1991, 68 days in 1992 and 58 days in 1993. Pouring water on khaskhas mat was seasonal work temporarily during summer months and whenever heat of summer was receded., he was disengaged. Management has cited some case law. In his written statement, the Management has further stated that workman never worked even for 90 days in any of the year visualized 1991, 1992 and 1993. He was engaged as "Casual Labour" for pouring water on khaskhas. Therefore the question of applicability of Section 25F of the Industrial Dispute does not arise as there is no question of termination as alleged by the workman. The Management has prayed to reject the petitioner's claim as same was devoid of to any merit.

The workman has filed 10 pay vouchers of Syndicate Bank regarding his payment. Workman Shri Vaskar Roy has filed "Affidavit" and he has been cross-examined by the Management of Syndicate Bank.

The Management has not filed any oral or documentary evidence.

I have heard the argument of Shri P.K. Das, Ld. Advocate appearing on behalf of workman and L. Advocate Sri N. Ganguly on behalf of Syndicate Bank.

Mr. P.K. Das, Ld. Advocate appearing on behalf of workman has argued that workman has worked as a casual workman he should have been regularized on same Terms and Conditions as other casual worker have been regularized. The action of the Management is arbitrary and illegal.

On the other hand Shri N. Ganguly Ld. Advocate appearing on behalf of Syndicate Bank has argued that workman Sri Vaskar Roy was a casual labour on temporarily basis. He has no right to be regularized.

Section 25 B of Industrial Dispute Act defines the continuous service which is as follows:—

- (1) Workman shall be said to be in continuous service for a period if he is, for he period, in uninterrupted service, including service which may be interrupted on account of sickness authorized leave or an accident or a strike which is not illegal. or a lock out or a cessation of work which is not due to fault on the part of workman.
- (2) Where a workman is not in continuous service within the meaning of clause (1) for a period of one year or six months, he shall be deemed to be in continuous service under an employer.
 - (a) For a period of one year, if the workman, during a period of twelve calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than.

- (i) One hundred and ninety days in the case of a workman employed below ground in a mine; and
- (ii) two hundred and forty days, in any other case;
- (b) For a period of six months, if the workman, during a period of six calendar month preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than—
 - (i) ninety-five days, in the case of a workman employed below ground in a mine; and
 - (ii) one hundred and twenty days, in any other case.

Shri Vaskar Roy has not filed any document to prove that he was appointed by the Bank. If he was not having any document, he could have summoned the document from the Bank to support his version that he was duly appointed by the Bank. The workman Shri Vaskar Roy has not filed any terminated letter as alleged by him.

As per the provision Section 25B the workman can only be regularized if he has put in 120 days continuous service in any organization. Though Vaskar Roy has stated in his examination-in-chief that in the year 1991, 1992, 1993 & 1994 he worked more than 120 days continuously. If he has worked continuously four years then his service contribution to the Bank would have been more than 1200 days.

Whereas the Management in his written statement specifically stated that workman worked only 70 days in 1991, 68 days in 1992 and 58 days in 1993. If he was rendered service less than 120 days or more than 120 days with break then there is no employee and employer relationship as per industrial Dispute Act 1947.

In view of the discussion above, the workman has failed to prove the case and accordingly reference is fit to be rejected with no relief to the workman.

ORDER

Let an "Award" be and the same is passed as per above discussion. Send the copies of the order to the Govt. of India, Ministry of Labour, New Delhi for information and needful. The reference is accordingly disposed of.

PRAMOD KUMAR MISHRA, Presiding Officer

नई दिल्ली, 27 मई, 2015

का.आ. 1130.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार यूको बैंक के प्रबंध तंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम

न्यायालय आसनसोल के पंचाट (संदर्भ सं. 08/1995) को प्रकाशित करती है जो केन्द्रीय सरकार को 26/05/2015 को प्राप्त हुआ था।

[सं० एल-12011/46/94-आईआर (बी-II)]

रवि कुमार, डेस्क अधिकारी

New Delhi, the 27th May, 2015

S.O. 1130.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 08/1995) of the Cent.Govt.Indus.Tribunal-cum-Labour Labour Court, Asansol as shown in the Annexure, in the Industrial Dispute between the management of UCO Bank and their workmen, received by the Central Government on 26/05/2015.

[No. L-12011/46/94-IR (B-II)]

RAVI KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ASANSOL

PRESENT :

Sri Pramod Kumar Mishra, Presiding Officer

REFERENCE NO. 08 OF 1995

PARTIES :

The management of Uco Bank, Burdwan Division.

Vs.

Sri Nepal Ch. Bagdi & 10 Others

REPRESENTATIVES:

For the management : Sri Indranath Mukhopadhyay,
Sr. Manager of the Bank

For the union (Workman): Sri Subrata Chandra, Asst.
Secy. of the Union

Industry : Bank State : West Bengal

Dated 20/6/2014

AWARD

In exercise of powers conferred by clause (d) of sub-section(1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), Govt. of India through the Ministry of Labour *vide* its letter No. 12011/46/94-IR (B-II) dated 31.01.1995 has been pleased to refer the following dispute for adjudication by this Tribunal.

SCHEDULE

"Whether the action of the management of Uco Bank, Burdwan Division is not regularising Sri Nepal Ch. Bagdi, Part-time Sweeper and 10 others on permanent basis and non-payment of equal emoluments in various branches of Uco Bank situated in the district of Burdwan and Birbhum is justified? If not, to what relief the concerned workmen are entitled to?"

Having received the Order NO.12011/46/94-IR (B-II) dated 31.01.1995 of the above said reference from the Govt. of India, Ministry of Labour, New Delhi for adjudication of the dispute, a reference case No. 08 of 1995 was registered on 17.02.1995 and accordingly an order to that effect was passed to issue notices through the registered post to the parties concerned directing them to appear in the court on the date fixed and to file their written statements along with the relevant documents and a list of witnesses in support of their claims. In pursuance of the said order notices by the registered post were sent to the parties concerned.

On perusal of the record I find that the case is remarked as "No Dispute Award" passed by my predecessor as the workman has already superannuated from service. Having heard both the parties and on their prayer I came to the conclusion that the case may be closed and a "No Dispute Award" may be passed as the workman has already been superannuated and no dispute exists between the parties. Hence the case is closed and accordingly it is hereby ordered:

ORDER

Let an "Award" be and same is passed as no dispute existing. Send the copies of the order to the Govt. of India, Ministry of Labour, New Delhi, for information and needful. The reference is accordingly disposed of.

PRAMOD KUMAR MISHRA, Presiding Officer

नई दिल्ली, 26 मई, 2015

का.आ. 1131.—केन्द्रीय सरकार, कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 91-क के साथ पठित धारा 88 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए स्टील ऑथोरिटी ऑफ इंडिया लिमिटेड के सैन्ट्रल मार्केटिंग ऑर्गेनाइजेशन के कारखानों/स्थापनाओं के नियमित कर्मचारियों को इस अधिनियम के प्रवर्तन से छूट प्रदान करती है। यह छूट, इस अधिसूचना के जारी होने की तारीख से एक वर्ष की अवधि के लिए लागू रहेगी।

2. उक्त छूट निम्नलिखित शर्तों के अधीन है; अर्थात्:-

- (1) पूर्वोक्त स्थापना जिसमें कर्मचारी नियोजित हैं, एक रजिस्टर रखेगी, जिसमें छूट प्राप्त कर्मचारियों के नाम और पदनाम दिखाये जायेंगे;
- (2) इस छूट के होते हुए भी, कर्मचारी उक्त अधिनियम के अधीन ऐसी प्रसुविधाएं प्राप्त करते रहेंगे जिनको पाने के लिए वे इस अधिसूचना द्वारा दी गई छूट के प्रवृत्त होने की तारीख से पूर्व संदत्त अंशदानों के आधार पर हकदार हो जाते हैं;
- (3) छूट प्राप्त अवधि के लिए, यदि कोई अभिदाय पहले ही किए जा चुके हों, तो वे वापस नहीं किए जाएंगे;
- (4) उक्त कारखाने/स्थापना का नियोजन उस अवधि की बाबत जिसके दौरान उस कारखाने/स्थापना उक्त अधिनियम (जिसे इसमें इसके पश्चात उक्त अवधि कहा गया है) प्रवर्तमान था ऐसी विवरणियां, ऐसे प्रारूप में और ऐसी विशिष्टियों सहित

देगा जो कर्मचारी राज्य बीमा (साधारण) विनियम, 1950 के अधीन उसे उक्त अवधि की बाबत देनी अपेक्षित होती थीं;

- (5) निगम द्वारा उक्त कर्मचारी राज्य बीमा अधिनियम की धारा 45 की उप-धारा (1) के अधीन नियुक्त किया गया कोई सामाजिक सुरक्षा अधिकारी या निगम का इस निमित्त प्राधिकृत कोई अन्य पदधारी;

- (i) धार 44 की उप-धारा (1) के अधीन, उक्त अवधि की बाबत दी गई किसी विवरण की विशिष्टियों को सत्यापित करने के प्रयोजनार्थ; अथवा

- (ii) यह अभिनिश्चित करने के प्रयोजनार्थ कि कर्मचारी राज्य बीमा (साधारण) विनियम, 1950 द्वारा यथाअपेक्षित रजिस्टर और अभिलेख उक्त अवधि के लिए रखे गये थे या नहीं; या

- (iii) यह अभिनिश्चित करने के प्रयोजनार्थ कि कर्मचारी, नियोजक द्वारा दिये गए उन फायदों को, जिसके फलस्वरूप इस अधिसूचना के अधीन छूट दी जा रही है, नकद में और वस्तु रूप में पाने का हकदार बना हुआ है या नहीं; या

- (iv) यह अभिनिश्चित करने के प्रयोजनार्थ कि उस अवधि के दौरान, जब उक्त कारखाने के संबंध में अधिनियम के उपबंध प्रवृत्त थे, ऐसे किन्हीं उपबंधों का अनुपालन किया गया था या नहीं, निम्नलिखित कार्य करने के लिए सशक्त होगा:-

- (क) प्रधान या आसन्न नियोजक से अपेक्षा करना कि वह उसे ऐसी जानकारी दे जिसे उपरोक्त निरीक्षक या अन्य पदधारी आवश्यक समझता है; अथवा

- (ख) ऐसे प्रधान या आसन्न नियोजक के अधिभोगाधीन, किसी कारखाने, स्थापना, कार्यालय या अन्य परिसर में किसी भी उचित समय पर प्रवेश करना और उसके प्रभारी से यह अपेक्षा करना कि वह व्यक्तियों के नियोजन और मजदूरी के संदाय से संबंधित ऐसे लेखा, बहियां और अन्य दस्तावेज, ऐसे निरीक्षक या अन्य पदधारी के समक्ष प्रस्तुत करें और उनकी परीक्षा करने दें या ऐसी जानकारी दें जिसे वे आवश्यक समझते हैं; और

- (ग) प्रधान या आसन्न नियोजक की उसके अभिकर्ता या सेवक की, या ऐसे किसी व्यक्ति को, जो ऐसे कारखाने, स्थापना, कार्यालय या अन्य परिसर में पाया जाए, यह विश्वास करने का युक्तियुक्त कारण है कि वह कर्मचारी है, परीक्षा करना; या

- (घ) ऐसे कारखाने, स्थापना, कार्यालय या अन्य परिसर में रखे गए किसी रजिस्टर, लेखा, बही या अन्य दस्तावेज की नकल तैयार करना या उद्धरण लेना;

(ङ) यथानिर्धारित अन्य शक्तियों का प्रयोग करना।

6. विनिवेश/निगमीकरण के मामले में, प्रदत्त छूट स्वतः रद्द हो जाएगी और तब नए प्रतिष्ठान को छूट हेतु समुचित सरकार की अनुमति लेनी होगी।

[सं. एस-38014/2/2014-एसएस-I]

सुभाष कुमार, अवर सचिव

New Delhi, the 26th May, 2015

S.O. 1131.—In exercise of the power conferred by Section 88 read with Section 91-A of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby exempts the regular employees of factories/establishments of Central Marketing Organisation of Steel Authority of India Ltd. from the operation of the said Act. The exemption shall be effective from the date of issue of notification for a period of one year.

2. The above exemption is subject to the following conditions namely:—

- (1) the aforesaid establishments wherein the employees are employed shall maintain a register showing the name and designations of the exempted employees';
- (2) Notwithstanding this exemption, the employees shall continue to receive such benefits under the said Act to which they might have become entitled to on the basis of the contributions paid prior to the date from which exemption granted by this notification operates;
- (3) The contributions for the exempted period, if already paid, shall not be refundable;
- (4) The employer of the said factory/establishment shall submit in respect of the period during which that factory was subject to the operation of the said Act (hereinafter referred as the said period), such returns in such forms and containing such particulars as were due from it in respect of the said period under the Employees' State Insurance (General) Regulations, 1950;
- (5) Any Social Security Officer appointed by the Corporation under sub-section (1) of Section 45 of the said ESI Act or other official of the Corporation authorized in this behalf by it, shall, for the purpose of:—
 - (i) Verifying the particulars contained in any returned submitted under sub-section (1) of Section 44 for the said period; or

(ii) Ascertaining whether registers and records were maintained as required by the Employees' State Insurance (General) Regulations, 1950 for the said period; or

(iii) Ascertaining whether the employees continue to be entitled to benefits provided by the employer in cash and kind being benefits in consideration of which exemption is being granted under this notification; or

(iv) Ascertaining whether any of the provisions of the Act has been complied with during the period when such provisions were in force in relation to the said factory to be empowered to:

- (a) require the principal or immediate employer to him such information as he may consider necessary for the purpose of this Act; or
- (b) at any reasonable time enter any factory, establishment, office or other premises occupied by such principal or immediate employer at any reasonable time and require any person found in charge thereof to produce to such inspector or other official and allow him to examine accounts, books and other documents relating to the employment of personal and payment of wages or to furnish to him such information as he may consider necessary; or
- (c) examine the principal or immediate employer, his agent or servant, or any person found in such factory, establishment, office or other premises or any person whom the said inspector or other official has reasonable cause to believe to have been an employee; or
- (d) make copies of or take extracts from any register, account book or other document maintained in such factory, establishment, office or other premises,
- (e) exercise such other powers as may be prescribed.

(6) In case of disinvestment/corporatization, the exemption granted shall become automatically cancelled and then the new entity will have to approach the appropriate Government for exemption.

[No. S-38014/2/2014-SS-I]

SUBHASH KUMAR, Under Secy.